



**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH (MDH)**  
**REQUEST FOR PROPOSALS (RFP)**  
**ADMINISTRATIVE SERVICES ORGANIZATION FOR**  
**MARYLAND'S PUBLIC BEHAVIORAL HEALTH SYSTEM**  
**RFP NUMBER MDH / OPASS 20-18319**

**ISSUE DATE: NOVEMBER 29, 2018**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace <https://emaryland.buyspeed.com/bsol/login.jsp> (eMM) should register on eMM. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Administrative Services Organization for Maryland's Public Behavioral Health System  
Solicitation No: MDH/OPASS 20-18319**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time
  - ☐ The subject of the solicitation is not something we ordinarily provide
  - ☐ We are inexperienced in the work/commodities required
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - ☐ The scope of work is beyond our present capacity
  - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - ☐ We cannot be competitive. (Explain in REMARKS section)
  - ☐ Time allotted for completion of the Proposal is insufficient
  - ☐ Start-up time is insufficient
  - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - ☐ Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - ☐ MBE or VSBE requirements (Explain in REMARKS section)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - ☐ Payment schedule too slow
  - ☐ Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

**REMARKS:**

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Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH (MDH)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals</b>	Administrative Services Organization for Maryland's Public Behavioral Health System
<b>Solicitation Number:</b>	MDH/OPASS 20-18319
<b>RFP Issue Date:</b>	November 29, 2018
<b>RFP Issuing Office:</b>	Maryland Department Of Health (MDH or MDH)
<b>Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Dana Dembrow Director, Office of Procurement and Support Service (OPASS) <a href="mailto:mdh.solicitationquestions@maryland.gov">mdh.solicitationquestions@maryland.gov</a> (410) 767-0974
<b>Contract Monitor:</b>  <b>e-mail:</b>	Rebecca Frechard Deputy Director, Office of Health Services, Behavioral Health <a href="mailto:mdh.mabehavioralhealth@maryland.gov">mdh.mabehavioralhealth@maryland.gov</a>
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<b>Procurement Coordinator:</b>  <b>e-mail:</b> (See Appendix 1 Definition)	Sabrina Lewis  <a href="mailto:Sabrina.lewis@maryland.gov">Sabrina.lewis@maryland.gov</a>
<b>Proposals are to be sent to:</b>	Maryland Department of Health Office of Procurement and Support Services 201 W. Preston Street, Room 416 Attention: Queen Davis
<b>Pre-Proposal Conference:</b>	Tuesday, December 18, 2018 at 10:00 A.M. Local Time 300 W. Preston Street, Auditorium Baltimore, MD 21201 See <b>Attachment A</b> for directions and instructions.
<b>Questions Due Date and Time</b>	Friday, December 28, 2018 at 2:00 P.M. Local Time
<b>Proposal Due (Closing) Date and Time:</b>	Tuesday, January 22, 2019 at 2:00 P.M. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page iv</b> ).
<b>MBE Subcontracting Goal:</b>	18% with no subgoals.
<b>VSBE Subcontracting Goal:</b>	2%

<b>Contract Type:</b>	Indefinite Quantity with Firm Fixed Unit Prices as defined in COMAR 21.06.03.06(a)(2).
<b>Contract Duration:</b>	Five (5) year base period with one (1) one-year option period.
<b>Primary Place of Performance:</b>	Greater Baltimore Area within 10 miles of MDH located at 201 W. Preston Street, Baltimore, MD 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes

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## 1 Minimum Qualifications

### 1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that, within the last seven (7) years, the following Minimum Qualifications have been met:

- 1.1.1** The Offeror shall be accredited under National Committee for Quality Assurance (NCQA) or URAC (formerly Utilization Review Accreditation Commission) as a managed behavioral health care organization. Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of accreditation.
- 1.1.2** Offeror or any subcontractor of the Offeror shall not be a Maryland Medicaid provider. As proof of meeting this requirement, the Offeror shall certify in its Proposal that it is not enrolled as a Maryland Medicaid provider nor will subcontract with a Maryland Medicaid provider.
- 1.1.3** The Offeror will have a minimum of three consecutive years of experience as an Administrative Services Organization (ASO) managing an array of services for individuals who have moderate to severe behavioral health needs that are financed with Medicaid (State and federal funds) and State-only-generated funds, or similar braided funding. As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of managing a system that serves a minimum of 100,000 Medicaid covered lives for a single publicly funded behavioral health system.

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1** The Maryland Department of Health (MDH) is issuing this Request for Proposals (RFP) in order to secure a Contractor to serve as an Administrative Services Organization (ASO) to provide MDH with administrative support services to operate the Maryland Public Behavioral Health System (PBHS). The ASO will provide the following support services to MDH: Provider Management and Maintenance; Participant Relations; Registration, Authorization and Utilization Management; Participant and Provider Assistance and Communication; Quality Management and Evaluation; Eligibility; Claims Processing; and Special Projects/New Initiatives.
- 2.1.2** It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3** MDH intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4** An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor

### 2.2 Background and Purpose

#### 2.2.1 Current System

Maryland's population in FY 18 was approximately 6.05 million. In whole or in part, Medicaid funds the cost of health care services for approximately 1.4 million individuals. At present, approximately 200,000 Marylanders receive specialty mental health services annually through the PBHS, 96% are participants in the Medicaid system. In addition, 100,000 Marylanders receive publicly funded substance use disorder services, 96% are Medicaid participants. Of those receiving services under the PBHS, approximately 33% have dual diagnoses. The services available under the PBHS are those presently covered by Medicaid as well as others offered by federal, State, and other grants that support the continuum of care.

#### A. Somatic Care

Currently, about 85% of all Maryland Medicaid participants receive somatic health services through a managed care organization (MCO), which is responsible for providing somatic care through a risk-based, capitated payment system. Currently nine MCOs participate in the HealthChoice program. Providing managed care in Maryland requires ensuring access to services, meeting certain quality measures, collecting and analyzing encounter data, and participating in performance improvement projects as defined by MDH. Any MCO that meets the standards set by MDH can participate in HealthChoice.

The remaining 15% of participants receive their somatic care through a Fee for Service (FFS) system. Populations whose services are paid through FFS include individuals who are:

25. Newly eligible for Medicaid and waiting to select an MCO;
26. In a spend down category;
27. Over the age of 65;
28. Dually eligible for Medicare and Medicaid;

29. Living in institutions;
30. Participating in the Employed Individuals with Disabilities program;
31. Participating in the Rare and Expensive Case Management (REM) program; or
32. Participating in the Model Waiver.

**B. Mental Health Care and Substance Use Disorder Treatment**

As required by the 2011 *Joint Chairmen's Report of the Maryland General Assembly*, MDH convened multiple workgroups and stakeholder forums resulting in recommendations “to develop a system of integrated care for individuals with co-occurring serious mental illness and substance use disorders.” In addition, MDH began to move toward using national accreditation standards rather than State-specific regulations for provider qualifications.

The goal of integration is to build on the existing strengths of the public behavioral health programs and the Medicaid program in order to:

- A. Improve services for individuals with co-occurring conditions;
- B. Create a system of care that ensures a “no wrong door” experience;
- C. Expand access to appropriate and quality behavioral health services;
- D. Enhance cooperation and engagement;
- E. Capture and analyze outcome and other relevant measures for determining behavioral health provider and program effectiveness;
- F. Expand public health initiatives, and
- G. Reduce the cost of care through prevention, utilization of evidence-based practices, and an added focus on prevention of unnecessary or duplicative services.

Initiatives towards integration have been underway and in 2014, MDH merged two state entities, the Alcohol and Drug Abuse Administration (ADAA) and the Mental Hygiene Administration (MHA), to form the Behavioral Health Administration (BHA). Roles and responsibilities have evolved under the BHA to interweave funding streams, management structures, and payment arrangements. The BHA serves as a single entity responsible for the management of State funded behavioral health services, and oversight and planning of the Public Behavioral Health System.

Mental Health (MH) care in Maryland has never been included under the HealthChoice managed care waiver model. In 2015, MDH carved substance use disorder (SUD) treatment out of the MCOs to be jointly administered with MH services under the PBHS. Under this model, MCOs are still responsible for behavioral health services which can be obtained from a Medicaid participant's primary care provider. Medicaid participants needing specialty behavioral health services, both those in managed care and in FFS, receive services through the specialty behavioral health providers. The BHA recommends additions and deletions to the specialty MH and SUD services benefit package to Medicaid. The Contractor pays claims for Medicaid MH and SUD services, and pays claims for authorized State-only and some grant funded services for Medicaid participants as well as for eligible uninsured individuals.

In conjunction with the merger of ADAA and MHA within BHA, MDH moved contractual oversight of the ASO contract to the Medicaid Program and a new Behavioral Health Division within the Office of Health Services in Medicaid was established to take on this new function. The Medicaid Behavioral Health Division is responsible for implementing behavioral health policy in compliance with federal reimbursement rules, developing and implementing Medicaid regulations, State Plan amendments, rate setting, setting provider qualifications, and establishing benefits under Medicaid. The Medicaid

Behavioral Health Unit Director is the designated Contract Monitor and the Unit is responsible for evaluating the Contractor's performance including: directing the Contractor's activities; reviewing and approving the Contractor's deliverables; reviewing and approving invoices; and reviewing and analyzing Root Cause Analyses (RCA) and Corrective Action Plans (CAP).

The BHA shares responsibility for monitoring performance of all Contract deliverables since the Contractor also administers and manages services for the eligible uninsured population and manages services that impact both reference populations with services that are State only or grant funded. This braided management of resources among Medicaid and non-Medicaid individuals and services creates a seamless system of care that assists individuals receiving services as they move on and off Medicaid, and across various funding streams. The BHA provides key direction and management in the ASO design and building of the system to manage PBHS services. The BHA is also an essential partner in the managing and overseeing deliverables of the Contract and is responsible for managing the array of behavioral health services provided across the State and at the local level.

BHA is responsible for planning and monitoring this system of care, and it shares this authority with the Local Behavioral Health Authorities (LBHAs) or similar Core Service Agencies (CSA) or Local Addiction Authorities (LAA) as the local entities in each of Maryland's 23 local jurisdictions and Baltimore City. The term LBHA used throughout the RFP refers as appropriate to the CSA, LAA, or LBHA as determined by each jurisdiction.

The LBHAs provide information and referrals, help build provider networks, handle consumer and provider complaints, and procure and monitor contracts for services not included in the Statewide FFS system. On the local level, LBHAs collaborate with criminal justice and other safety net systems, develop innovative services, and assist the ASO with monitoring provider quality and compliance. The LBHAs authorize certain State and grant funded behavioral health and support services, coordinate care for certain individuals, and assist MDH in reducing the cost of care. For example, each LBHA receives regular reports of high cost users of behavioral health services in their jurisdiction and works with the Contractor to develop a plan to produce good clinical outcomes while reducing costs of unnecessary health care utilization.

The PBHS provides a wide array of mental health services, most of which are covered by Medicaid and reimbursed through the Contractor including inpatient, outpatient, residential treatment (for children and adolescents), and partial hospitalization. The Contractor manages authorization, utilization control, claims processing, provider education, training, and audits. They are responsible for participant education as to how to access care in the system. Services provided and reimbursed through the Contractor include a range of recovery and support services, including mental health case management, mobile treatment/assertive community treatment, psychiatric rehabilitation, residential rehabilitation, supported employment, and respite care services. The Contractor also pays for residential crisis services.

SUD coverage includes a comprehensive assessment, outpatient counseling, intensive outpatient treatment, opioid maintenance treatment, partial hospitalization, medically managed inpatient detoxification, and all levels of care for residential SUD treatment services. The Contractor also pays for information and referral, prevention, and recovery support services.

### **2.2.2 State Responsibilities**

MDH is responsible for administering behavioral health services through the Public Behavioral Health System for Medicaid and eligible uninsured individuals residing in Maryland. The administration of these services include: setting provider rates; establishing utilization review and prior authorization criteria; ensuring a process for clinical reviews and consumer appeals; setting the benefit design standards, including the amount, duration, and scope requirements; setting medical necessity standards; working with the ASO regarding access to care and provider capacity building; setting provider

participation, compliance, integrity, and audit standards and methods; promulgating regulations in conformance with the State Plan and waiver requirements; in collaboration with the ASO developing claims and encounter data submission standards; establishing and managing other data and reporting standards; serving as the lead agency with consumer and stakeholder engagement; managing budgeting for the Medicaid-financed, State and grant funded services, and all other components of traditional program management.

The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

## **2.3 Responsibilities and Tasks**

In assisting MDH in meeting its goals for behavioral health integration, the Contractor will manage behavioral health services for individuals with Medicaid eligibility as well as certain uninsured and grant funded individuals. Additionally, the Contractor will manage the provider network and service utilization for the Applied Behavioral Analyst (ABA) program for children and youth with autism. This Contract requires extensive collaboration with MDH and flexibility to implement changes in a rapidly changing healthcare environment.

*The Contractor shall, as specified in more detail in the Scope of Work below:*

- A. Manage behavioral health services for the total population of Medicaid participants in the PBHS, uninsured individuals, ABA services for Medicaid participants under the age of 21, and some grant funded services.
- B. Ensure that services provided are medically necessary and provided in the least restrictive setting appropriate.
- C. Manage a seamless system of care for eligible individuals regardless of the payer and funding source; and collect all data for publicly funded health services regardless of payer.
- D. Produce and analyze data as directed by MDH.
- E. Register into the contractor's Management Information System (MIS) system and maintain information and qualifications on licensed/approved Medicaid/Behavioral Health providers, monitor quality of care, and ensure coordination of services for high cost and/or high-risk users.
- F. Engage with MDH routinely to share national trends, evidence-based practices, and scope of coverage in other states' Medicaid programs and share expertise in the development and implementation of behavioral health services.

### **2.3.1 Controlling Federal and State References:** The Contractor shall comply with any pertinent requirements from the following federal and State laws, regulations and waivers:

- A. Title XIX of the Social Security Act ("Medical Assistance Program") §§1901-1935, 42 U.S.C. §1396-1396v and concomitant federal regulations;
- B. Title XXI of the Social Security Act ("State Children's Health Insurance Program"), §§2101-2113, 42 U.S.C §§1397aa-1397mm and concomitant federal regulations;
- C. Title XVIII of the Social Security Act ("Medicare") §§1801-1899B, 42 U.S.C. §1395-1395ccc and concomitant federal regulations;
- D. Health General (HG), Title 8 (ADAA), Title 10 (MHA), Title 15 (MA), and Title 19 (Health Care Facilities) Subtitles 1, 2, 3; Md. Code Ann. Health Occupations ("HO"); COMAR 10.63 Behavioral Health Administration Regulations; COMAR 10.21 Mental Hygiene

Administration; COMAR 10.47 Alcohol and Drugs Abuse Administration Regulations; and COMAR 10.09 Medical Care Programs;

- E. Maryland's HealthChoice Waiver and other Waivers (Exhibit 1: Maryland Medicaid Programs and Waivers);
- F. HG§§4-301-4-309 and following (Maryland's Medical Record Act); 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records, 42 USC 1320d Standards for Information Transaction and Data Elements and concomitant federal regulations, 45CFR Part 160 and Subparts A and E of 164 HIPAA Privacy Rule; and
- G. Americans with Disability Act of 1990, 42 U.S.C. §12101- 12213.

### **2.3.2 Provider Management and Maintenance**

The purpose of this section is to assist Maryland in retaining a system of care that supports a full and robust continuum of high quality behavioral health care services across the State. Having sufficient numbers of providers in the PBHS is essential to ensuring access to care across the State. The Contractor plays an essential role in each of the sub-sections listed below.

Medicaid providers enroll through MDH's enrollment vendor initially. Non-Medicaid providers will enroll directly with the Contractor once licensure and/or approval by MDH are obtained. The Contractor shall monitor new enrollment or disenrollment into the PBHS; identify gaps in provider accessibility throughout the State; generate reports for MDH; and provide and implement a strategic plan to increase provider enrollment with the PBHS. This plan should be updated and submitted to MDH on an annual basis. After the first year, the annual plan shall include a section on accomplishments in building provider capacity from the prior year.

The Contractor shall:

#### **2.3.2.1 Provider Enrollment**

Register providers using an efficient and streamlined process and maintain a database of registered providers approved to deliver services in the PBHS, as well as assist MDH with notifying providers due for re-validation as indicated on provider file or for changes to their provider file in Medicaid Management Information System (MMIS). This is a critical function because providers who are not correctly licensed or enrolled, or who have not been re-validated in Medicaid's system risk, losing their ability to participate as a Medicaid provider.

##### **A. For Medicaid Behavioral Health and ABA providers:**

1. Electronically receive and maintain an automated daily feed of Medicaid provider files (MMIS).
2. Establish and manage a database that includes a portal for providers to upload their license or certification upon registration into the Contractor's system.
  - Review provider files upon registration to ensure that information matches MMIS information from the daily feed; and
  - Report discrepancies between license and enrollment imported from MMIS to the Medicaid Contract Monitor referenced in (2.2.1) within 5 working days of the updated enrollment status
3. Ensure that the Contractor only pays Medicaid claims for appropriately licensed and enrolled providers.

4. Have the capability to add and edit provider file fields not standard on the MMIS file (Exhibit 2) such as population and age groups served, office hours, and areas of specialty.
5. Assist MDH and its provider re-validation, enrollment, and re-enrollment vendor in outreaching to all Medicaid behavioral health providers on the importance of maintaining an active license or certification to render services under applicable State law and/or regulations.
6. Have the capability to override provider active status to suspend provider payment when directed by Medicaid.
7. Maintain a website specifically for PBHS (Medicaid and non-Medicaid) and ABA providers for providers to update their address and contact information. The website shall include email address and weblink to the provider re-validation, enrollment, and re-enrollment vendor, instructions regarding procedures, and additional requirements for program participation.
8. Track and monitor at least annually non-traditional providers certification and/or approval and renewal requirements including Expressive and Experiential Therapies, Art Behavioral Services, Dance/Movement Behavioral Services, Equine-Assisted Behavioral Services; Horticultural Behavioral Services, Music Behavioral Services, and Psychodrama/Drama Behavioral Services.

B. For **Non-Medicaid** providers:

1. Establish a non-Medicaid provider type and enrollment determined in conjunction with the BHA that includes capacity for non-Medicaid enrolled providers to register through an electronic portal into the Contractor's system with all the same capacity as the Medicaid enrolled providers.
2. Ensure that all non-Medicaid providers registering with the Contractor are appropriately licensed or certified to render services under applicable State law and/or regulations, including uploading and verifying the license/credentials.
3. Review sanction history, verified through the National Practitioner Data Bank or other appropriate entity and disallow enrollment by sanctioned providers and process registration of any BHA licensed, certified or approved provider within twenty (20) calendar days of receipt of the completed application.
4. The ASO must be able to accept a data feed from BHA on the non-Medicaid providers licensed, certified, or approved to render services; and collect any additional needed data to ensure complete information that parallels data collection for Medicaid providers, if needed.

2.3.2.2 Provider Types Enrolled (Exhibit 3: Provider Matrix)

A. For **Medicaid** providers:

1. All provider types must be managed by their Medicaid provider type identifier which includes (Exhibit 3: Provider Matrix):



- a) Individual licensed providers, such as physicians, psychologists, social workers, nurse psychotherapists, nurse practitioners, and professional counselors;
  - b) Community behavioral health programs, such as Outpatient Mental Health Centers (OMHCs), Federally Qualified Health Centers (FQHCs), Psychiatric Rehabilitation Programs (PRPs), Opioid Treatment Programs (OTPs), intensive outpatient (IOP) behavioral health programs, detoxification programs, residential substance use disorder programs, mobile treatment (MT) programs, partial hospitalization programs, Therapeutic Behavioral Service (TBS) providers, and targeted case management programs;
  - c) Acute general hospitals with psychiatric units and special psychiatric hospitals;
  - d) Residential Treatment Centers (RTCs) and Intermediate Care Facilities for Addictions (under age 21);
  - e) Specialized providers to serve children and adolescents in the 1915(i) State Plan Amendment (SPA) program described in more detail in Sec. 2.3.11 Special Projects/New Initiatives;
  - f) ABA providers; and
  - g) Health Homes.
2. Have the capacity to expand provider types enrolled as determined by MDH.
  3. Program service matrix in accordance with Medicaid and Non-Medicaid covered services (Exhibit 4: Public Behavioral Health Service Matrix).

**B. For Non-Medicaid providers:**

1. Register approved non-Medicaid providers that render exclusively Non-Medicaid eligible services as specified by MDH, and
2. Manage approved providers by their provider type category for all activities as specified in the Scope of Work (Section 2).

**2.3.2.3 Provider Recruitment and Provider Network Enhancement**

The Contractor is responsible for provider recruitment to support network adequacy and addressing gaps in services or geographic locations.

- A. Beginning with the start of the first Contract year, provide and implement a strategic plan to increase provider enrollment within the PBHS. This plan should be updated and submitted to MDH for approval on an annual basis. After the first year, the annual plan shall include a section on accomplishments in building provider capacity from the prior year;
- B. Strategize and collaborate with BHA, Medicaid, and local behavioral health authorities in efforts to recruit behavioral health providers to enhance the system of care across all jurisdictions;
- C. Recruit ABA providers to enhance the system of care across jurisdictions. See Sec. 2.3.11.1;

- D. Perform geo-mapping activities by jurisdiction and provider type to note service availability and gaps in services; and post a quarterly report on the increase/decrease in provider enrollment to the system and on the ASO website;
- E. Submit a monthly report on provider recruitment activities, including the type of provider, location, date, and type of recruitment activity;
- F. Submit a monthly report on outcomes of recruitment activities to include metrics on which type of new providers enrolled post recruitment activity;
- G. Submit a quarterly report of all providers whose participation status was terminated during the preceding quarter, including the provider's name, address, specialty, and, when possible, reason for termination;
- H. Develop and submit action plans, as specified by MDH, to address network adequacy issues, whether geographic or specialty driven, including collaborative efforts with the LBHAs;
- I. Participate with LBHAs and MDH staff on provider engagement efforts;
- J. When requested by MDH, provide staff to supplement local efforts in recruiting providers throughout Maryland;
- K. Track, evaluate, and make available to post on website, changes in service delivery or access to care resulting from regional recruitment activities;
- L. Be available to provide on-site and web-based training to new providers who require additional assistance to use the ASO system to enter data, request service authorization, and submit claims.

#### 2.3.2.4 Provider Relations, Communication and Training

- A. Have sufficient provider relations staff to respond to provider inquiries within **one** business day. This staff shall provide individual technical assistance as needed and as requested by providers. Examples of availability of provider relations staff deliverables include:
  - 1. Assist providers by directing them to MDH's provider enrollment vendor for provider applications;
  - 2. Provider validation efforts including explaining the federal rules requiring validation as necessary;
  - 3. Help behavioral health and ABA providers navigate the pre-authorization process and claims payment process;
  - 4. Assist providers in determining whether the service they propose is eligible for reimbursement under Medicaid/BHA;
  - 5. Resolve claims problems and open tickets within the same week or report delays in resolution directly to the provider and Contract Monitor;
  - 6. Resolve questions related to billing within the same week or report delays in resolution directly to the provider and Contract Monitor;
  - 7. Resolve other provider complaints and concerns, when appropriate, within the same week or report delays in resolution or response to inquirer and/or Contract Monitor as appropriate;



8. Explain the grievance and appeals processes for providers;
  9. Assist providers in completing and understanding authorization requirements;
  10. Coordinate responses to inquiries and complaints with the LBHA, or with MDH for ABA, within established timeframes;
  11. Track timeframe for problem resolution; and
  12. Have senior provider relations staff available for meetings at MDH's request to ensure consistent and accurate messaging to providers.
- B. Provide individual training, technical assistance, and education, with the capability and staffing to provide on-site, telephonic, and web-based training as needed and as requested by providers or MDH in topics including:
1. Provider training to include registration, enrollment, allowable service delivery based on provider type, and authorization/Medical Necessity review. This training shall be both targeted to new providers and available to existing providers for updates;
  2. Claims submission process and billing the PBHS for both professional and institutional billing;
  3. PBHS services and the PBHS system to expand awareness of how to participate as a provider and how to access the system to receive services, or to make referrals for care;
  4. ABA services to expand awareness of how to participate as a provider, or how to access the system for referrals or as a participant of care;
  5. Developing and maintaining web-based training capability that is available to providers when needed;
  6. Written materials to providers, as needed, on the implications for their operations of changes in State and federal laws, regulations (Exhibit 5: COMAR), policies, or procedures;
  7. Web-based orientations at least every three months on topics determined in collaboration with MDH based on noted trends or gaps in knowledge of the ASO's system; and
  8. Any other relevant information needed or requested by a provider or MDH.
- C. Provider Forum and Training:
1. In each of the four regions in the State (East, West, Central, and Southern), annually conduct 2 regional forums on topics of interest to providers within the PBHS, with webinar option (total of 8 trainings, 2 primary topics per training).
  2. Engage the provider stakeholder community in efforts to identify promising practices and evaluate recently added practices to measure impact on the PBHS and improving outcomes for individuals receiving services.

3. Engage the provider stakeholder community in efforts to identify promising practices and evaluate recently added practices to measure impact on ABA service and improving outcomes for individuals receiving services.
- D. Communications: Develop and maintain a user-friendly keyword searchable website for providers containing separate pages of information which are updated monthly including a section for providers (the format to be approved by MDH). The site shall contain the following:
1. A link to the current provider directory (as described in Section 2.3.2.7) and the capability to search for providers, by provider name, geographic location, provider type of practice, age group served, and panel restrictions (e.g., accepting or not accepting new participants);
  2. Maintenance of a Department approved site on the internet which includes a list of essential contacts for the PBHS, ABA program, and the Contractor; a detailed manual of instructions for providers, a matrix of all PBHS and ABA services, and the codes used to bill these services; information on limitations and availability of such services, policy changes, implementation, and the rates for services. The site shall be updated monthly and when requested by MDH;
  3. A provider manual (as described in Section 2.3.2.6);
  4. A description of covered services;
  5. The participant handbook (as described in Section 2.3.3.2);
  6. Contractor contact names, telephone numbers, and addresses for individuals to contact with respect to services covered in this RFP;
  7. For non-English speaking providers, information on how to obtain program information in various languages, including Spanish and other languages comprising 30 percent or more of the PBHS participants;
  8. Information on how to obtain program information for providers who are visually impaired and deaf/hard of hearing;
  9. Information regarding how to submit grievances and appeals to the Contractor (as described in Section 2.3.5.2);
  10. A link to MDH's website and relevant agency websites;
  11. A link to the Contractor's secure electronic claims submission portal;
  12. Information to assist providers with issues such as billing and/or prior authorization, access to the provider manual, frequently asked questions, and provider alerts, defined below;
  13. Information about how to access the PBHS, the service types for which providers may apply to participate and requirements for participation, and the reimbursement rates for the services (these materials must be approved by the BHA and Medicaid);

14. Information about how to access ABA services for which providers may apply to participate and requirements for participation, and the reimbursement rates for the services (these materials must be approved by Medicaid);
  15. Linkage through its website to each LBHA and to their respective links to online mental health and substance use information source(s) that include local resources, State and national information and activities, and tool(s) to maintain personal health records that will help the provider comply with regulations and standard of care requirements; and
  16. Linkage through its website to online ABA information source(s) that include local resources, State and national information and activities, and tool(s) to maintain personal health records that will help the provider comply with regulations and standard of care requirements.
- E. Create and maintain a state of the art communication system for providers, to include:
1. Ability to target messages to specific provider types;
  2. Easy and quick access to updates of relevant federal and State guidelines for current announcements and transmittals e.g., Office of Inspector General (OIG) Transmittals, Medicaid and BHA transmittals, guidance from Centers for Medicare & Medicaid Services (CMS) and Substance Abuse and Mental Health Services Administration (SAMHSA); and
  3. User friendly content that is searchable by dates and tags/keywords. Titles of documents should be content/purpose based.
- F. Provide technical assistance to providers on its utilization management system.
- G. Provide technical assistance to providers on the program requirements of Medicaid or State requirements as requested by providers or MDH.
- H. Develop and manage electronic communications to field questions/concerns/issues raised by providers and maintain tracking of issues to resolution and provide access to the tracking system to MDH.
- I. Maintain and manage a provider call center for all issues and with respect to urgent issues, develop a hierarchical workflow to escalate problems to appropriate level customer service or MDH staff.

#### 2.3.2.5 Non-Behavioral Health Provider Education, Training and Resources

Collaborate with MDH and Contractor MCOs to review on a quarterly basis and update annually or as necessary, behavioral health education materials to be made available for somatic care providers, including:

- A. Information on appropriate screening tools for identifying individuals who need behavioral health services beyond what would be provided by a primary care provider;
- B. Information necessary to identify individuals who need to be linked with Behavioral Health services e.g., Screening, Brief Intervention, and Referral to Treatment (SBIRT);
- C. Information on addressing addiction and serious mental illness at a basic level with referral resources; and

D. Additional materials as determined by MDH.

**2.3.2.6 Provider Manual**

- A. Support MDH's efforts to maintain an electronic Behavioral Health Provider Manual which shall include information about provider application and license requirements, participant referral and authorization process, service delivery requirements, service documentation, claims/billing requirements, and the following:
1. A definition of the covered populations and the service package, including limitations and exclusions;
  2. Utilization management and preauthorization procedures and requirements (including medical necessity criteria);
  3. Documentation requirements for treating individuals under the PBHS;
  4. Detailed description of the grievance and appeal processes available to providers;
  5. A detailed description of billing requirements and a copy of the Contractor's Health Insurance Portability and Accountability Act (HIPAA) compliant paper billing forms and electronic billing format;
  6. A description of any State specific coding requirements used for atypical services within the PBHS; and
  7. Instructions for all electronic claim submissions and information on its no-cost direct data entry method for entering claims through a web portal.
- B. Update the on-line provider manual when changes are made to the system impacting the content thereof and submit the recommended changes to MDH within one week of the system change. In addition, review the provider manual annually and submit the manual and any revisions to MDH for approval at least thirty (30) working days prior to distribution.

**2.3.2.7 Provider Directory**

- A. The Contractor shall provide a user-friendly on-line directory of providers and services, with a provider listing, sorted by region and specialty, listing all office locations and including:
1. Provider name;
  2. Address;
  3. Telephone numbers;
  4. Website address;
  5. Office hours;
  6. Foreign languages spoken;
  7. Provider type;
  8. Practice limitations or age restrictions;
  9. Disability accessibility;

10. If accepting new patients; and
11. Optional fields such as certification in treating co-occurring disorders.

**B. The Contractor shall:**

- 1) Propose a method to establish and update provider information and expertise;
- 2) Review the listing monthly against the MMIS listing to ensure that provider files match Medicaid files;
- 3) Update to keep the information accurate and current; and
- 4) Collaborate with associated partners to develop a system for ongoing exchange of updated information.

### **2.3.3 Participant Relations**

#### **2.3.3.1 Participant Call Center**

In addition to the call center requirements listed in 2.3.5.1, the Contractor shall maintain a separate call option specific for participants to obtain:

- A. Referrals for services as requested by the individual;
- B. “Warm-Hand off” to a new provider when needed;
- C. “Warm Transfer” to LBHA when needing to access additional supports not included under the purview of the ASO.

#### **2.3.3.2 Participant Handbook**

The Contractor shall:

- A. Produce a participant handbook that facilitates access to covered services. The handbook shall:
  1. Assist participants, or individuals within organizations working with the individual in finding behavioral health specialists, or for ABA participants assist in finding a provider credentialed to complete a Comprehensive Diagnostic Evaluation (CDE);
  2. Be placed on the Contractor website with current links to the BHA and the Medicaid website;
  3. Explain how to access behavioral health services through the Contractor including how to use the on-line provider directory;
  4. List the toll-free telephone number for the participant’s call center and include a statement that the participant may call to locate a behavioral health provider or an ABA provider, obtain appointment assistance, or receive answers to other questions;
  5. Explain the importance of behavioral health care in promoting recovery for individuals with behavioral health disorders;
  6. Describe the array of behavioral health or ABA services and the importance of receiving treatment at the appropriate intensity level and duration;
  7. Explain availability and coverage of behavioral health services or ABA services;

8. Explain how to apply for health insurance through MarylandHealthConnection.gov;
  9. Explain participants' rights and responsibilities;
  10. Explain the appeal and grievance processes;
  11. Include information on how to obtain program information in various languages, including Spanish and other languages comprising 30 percent or more of the PBHS participants;
  12. Include information on how to obtain program information for participants who are visually impaired and deaf /hard of hearing;
  13. Encourage participants to maintain relationships with primary care providers even while receiving care from behavioral health providers; and
  14. Explain how to access behavioral health and other support services provided through local jurisdictions.
- B. Submit the participant handbook for approval to MDH thirty (30) working days prior to Go Live and resubmit to the MDH for approval when revisions are made. The Contractor will be given the most recent available handbook to jumpstart the initial handbook.
- C. Review and update the participant manual at least annually, with more frequent updates when new programs are implemented during the year, with submission to MDH at least 30 days prior to the annual review (December 1<sup>st</sup> for January 1<sup>st</sup> update).
- D. Provide, as directed by MDH or upon participant request, participant handbooks in hard copy within 60 days of the final MDH approved final.

**2.3.3.3 Standards for Communication and Development of Written Outreach and Education Materials**

- A. The Contractor shall create participant materials that meet the following standards:
1. Be worded at a 6th grade reading level, unless otherwise approved by MDH;
  2. Be culturally appropriate to the needs of the populations to be served;
  3. Comply with the standards in the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.;
  4. Be clearly legible with a minimum font size of 12 pt. unless otherwise approved by MDH;
  5. Be translated and available in Spanish;
  6. Be made available in alternative formats, including large print, upon request, for persons with physical, sensory, and/or cognitive disabilities; and
  7. Be approved by MDH.
- B. The Seal of Maryland or any Department logo, trademark, or copyrighted material shall not be used on communication material without the written approval of MDH.
- C. The Contractor is responsible for the cost of design, printing, and distribution (including postage) of all participant materials. The Contractor shall comply with all federal postal regulations and requirements for mailing of all materials. MDH will not be responsible for

any postal fees assessed on mailings sent by the Contractor in relation to activities required by this RFP due to failure by the Contractor to comply with federal postal regulations. Such fees shall be borne by the Contractor.

- D. All education and outreach materials shall be publicly available for download at no additional charge.
- E. The Contractor shall update all education and outreach materials and obtain MDH approval to ensure information is current and accurate.

#### **2.3.3.4 Coordination of Care**

- A. The Contractor shall work closely and cooperatively with the State, LBHAs, MCOs, Accountable Care Organizations (ACOs), Qualified Health Plans (QHPs), State care coordinators, case management providers in local communities, community services organizations (e.g., food pantries, housing supports), peer support and recovery organizations, behavioral health providers and behavioral health provider associations, advocacy groups, schools, local Departments of Social Services, family serving agencies, family members, and other interested parties, when such parties are working on behalf of the participant to secure needed behavioral health care for the participant.
- B. The Contractor's coordination with other entities shall comply with all applicable federal and State confidentiality requirements and shall include following up with the participant or the participant's responsible party (delegated or appointed) regarding issues related to coordination of care communicated by the participant or responsible party.
- C. The Contractor shall establish protocols to coordinate referrals with appropriate LBHAs, MCOs, and ACOs to ensure authorization of appropriate level of care. The Contractor shall also establish protocols that non-BH providers and organizations can use to submit referrals for mental health, substance use, and recovery services.
- D. On an ongoing basis, the Contractor coordinates with the MCOs on high utilizers using reports designed in collaboration with the Department.

#### **2.3.4 Registration, Authorization and Utilization Management**

- A. The Contractor shall be responsible for the administration of the behavioral health benefits, ensuring that authorized services are medically necessary as defined in MDH program regulations, meet quality standards, and are provided in a cost effective manner.
- B. The Contractor, in collaboration with MDH shall develop and implement all necessary processes and policies for authorization of services and monitoring, assessing, and promoting effective utilization.
- C. The Contractor shall operate a Department approved utilization management system that fulfills all federal requirements contained in 42 CFR Part 456, 42 USC § 1396(a) (31), as well as the requirements of the BHA as set forth in Medicaid's State Plan, Health Choice 1115 Waiver, 1915(b) Brain Injury waiver, Department regulations, and MDH policies.
- D. The Contractor shall operate a system that allows for the import and download of data from providers' Electronic Health Records (EHR) systems for utilization by the Contractor for reporting required data elements and developing necessary reports. Data sharing between the providers' EHR and the Contractor's authorization system must be user friendly and straightforward. Ensure timely availability of data entered as part of one process to all the relevant processes to eliminate redundant data entry in multiple systems.



**2.3.4.1 Authorization of Services**

For behavioral health services determined by MDH which require registration into the Contractor system or pre-authorization, the Contractor shall implement a service authorization/registration system that shall:

- A. Utilize a secure web-based authorization and registration system that will be designed using the service matrix approved by MDH to authorize appropriate behavioral health and ABA services, based on provider type, service type, participant eligibility, and any other business rules. The system must be structured so that the provider will only be allowed to get authorizations for services they are approved to provide. All services requiring preauthorization at the time of Contract award will be programmed and tested within the Contractor's system prior to go-live.
- B. Permit providers to query whether a participant is eligible for services, request authorization, and be notified whether authorization is granted.
- C. Contain the data fields listed within the Data Capabilities (2.3.10.3), Reports and Data Analytics (2.3.10.4), and Data Sharing (2.3.10.5) sections of this RFP.
- D. Have capacity to pre-populate from previous authorization data on fields as required by the Department.
- E. Disallow duplicate and overlapping authorization requests for services which may not be obtained during the same time period.
- F. Integrate for purposes of referral, application, eligibility determination, and case coordination a customized process that combines administrative procedures between BHA and the Division of Rehabilitation Services (DORS), for approval of mutually exclusive supported employment service phases, as discretely authorized in accordance with BHA and DORS protocols and timelines. This customized Maryland-specific functionality must be available at the time of the Contract Go-Live Date. Additional requirements related to availability and reports are found under Special Projects (2.3.11.4).
- G. Have available a web-based authorization system which can automatically trigger authorization for a bundled set of services based on patient eligibility characteristics, provider type, requested service type, and data entered.
- H. Have the ability to automatically pay multiple claims with different service codes and sources of payment against a single authorization without any manual intervention.
- I. As described in Section 2.3.10.2, have the capability to use web-based system to capture key BH data with the ability to link authorization of a group of outpatient services – multiple Current Procedural Terminology (CPT) codes – to payment of claims for the services within the group.
- J. Operate a toll-free authorization telephone number accessible to providers from 8am to 6pm on Business Days.
- K. Have the capacity to process inpatient authorization requests 24 hours per day, 7 days per week.
- L. Establish a process for SUD authorization that is staffed by either a Maryland licensed psychiatrist with specialized addiction expertise or an addictionologist (Maryland licensed physician specializing in addiction medicine), along with other Maryland licensed behavioral health professionals for authorization (pre-authorization, concurrent and retro-authorization) of behavioral health services;



1. If a service is not deemed to be medically necessary, the psychiatrist and/or addictionologist must discuss with the requesting participant, or provider on behalf of the participant, whether there is an alternative service or a service of alternative duration, which both the Contractor and requesting participant/provider believe will satisfy the clinical need
  2. If authorization of treatment is denied whether or not the participant or provider agrees to a lower level service, notify the participant and provider of that fact and the procedures to appeal the denial. Notify the LBHA so that they can assist in linking the participant to an appropriate alternative resource;
  3. Have for the capacity to manage special populations such as HG 8-507 court-ordered participants who require a separate workflow which will be implemented in collaboration with BHA;
  4. Prior to determination of denial of medical necessity for individuals with Serious Mental Illness (SMI), Seriously Emotionally Disturbance (SED), or Substance Use Disorder (SUD) who are receiving long-term rehabilitation services:
    - a. Consult with the appropriate LBHAs in order to link the individual with other services and supports to prevent homelessness; and
    - b. Work with the BHA to develop a transition plan to minimize abrupt changes in living situation or other changes that may cause severe disruption to the individual; and
  5. Close out and update end date of open authorizations, prior to approving new authorizations for the same individual and the same level of service.
- M. Ensure utilization review clinical staff are appropriately trained and knowledgeable about services, medical necessity criteria for each service, and considerations for special needs which may impact access to services, participant well-being and safety, and ensure inter-rater reliability in clinical decision making;
- N. Through the Contractor's authorization system, with MDH approval, develop and implement electronic treatment and rehabilitation plans in conformance with accreditation organization standards and congruent with person-centered care planning and recovery-oriented principles and practices determined by MDH;
- O. Incorporate a function to save and download authorization information and data from individual treatment and rehabilitation plans into providers' electronic medical records using national data standards;
- P. Have flexibility and capacity for the design of Maryland-specific customization of authorization parameters by service type and provider type, applying timeframes and protocols approved by MDH, in order to: approve or deny a request to initiate services; extend the duration of current services; or change existing services in type, frequency, or level of intensity. The parameters shall be consistent with expected results and cost effective;
- Q. Participate with BHA, if needed, to form the independent team required by CMS to issue the Certificates of Need for Services (CONS) for authorization and admissions to RTC services per 42 CFR 441.152 and 441.153;

- R. Participate with the BHA in managing the Needs Based Eligibility Determination process for admission into the 1915(i) SPA, coordinate with Medicaid in managing the Financial Eligibility Determination, and other authorization and utilization management functions for the 1915(i) SPA described below in Section 2.3.11.8 Special Projects/New Initiatives;
- S. Participate with Medicaid to develop and adhere to a workflow specifically designed for ABA services that includes children and adolescents diagnosed with Autism Spectrum Disorder, as defined in COMAR 10.09.28. If the authorization of an ABA service is denied, notify the participant and provider of the fact in writing and include the procedures to appeal the denial. Also offer to work with the participant and provider to find an alternative treatment that may meet the participant's needs;
- T. Have the capability to develop authorization processes for new programs or services implemented after the Contract is awarded;
- U. Have the capacity to grant access to the authorization system for MDH or its designee to authorize and coordinate specific State only services when requested by MDH;
- V. Review and authorize TBS, defined in COMAR 10.09.34, for children and adolescents with a developmental disability or a psychiatric diagnosis;
- W. Perform focused review of requests for inpatient level of care in order to reduce reliance on and use of unnecessary hospital level of care by diverting individuals to other services or alternative levels of care, when appropriate;
- X. Recommend approval or disapproval of administrative days per MDH Policy;
- Y. Perform non-binding courtesy authorization reviews as needed for individuals that are likely to become Medicaid eligible and uninsured individuals entering outpatient or higher levels of care; including, but not limited to partial hospitalization, intensive outpatient therapy, adult residential SUD, and inpatient hospitalization;
- Z. Perform non-binding courtesy authorization reviews as needed for child and adolescent individuals that are likely to become Medicaid eligible and uninsured individuals entering institutional levels of care; including, but not limited to children and adolescents admitted to Institutes for Mental Disease (IMDs) and RTCs.
- AA. With the assistance of the LBHAs, MCOs, ACOs, REM program staff, community-based waiver coordinators, and providers, monitor and manage at-risk and high service utilization participants, and assist in the development and coordination of appropriate treatment plans;
- BB. For individuals without Medicaid eligibility, the ASO is required to establish an automated workflow for determination of uninsured eligibility for services based on criteria provided by MDH. After two consecutive automated approvals of uninsured eligibility spans by the Contractor, the LBHAs must approve any additional consecutive uninsured spans through an exception process. The ASO will create the uninsured spans based on the LBHA's exception approval. The ASO is responsible to ensure provider compliance with the uninsured eligibility requirements through provider audits;
- CC. Maintain a confidential record, in accordance with federal and State privacy laws, including an electronic tracking system of contacts between the Contractor and providers regarding authorizations and any significant clinical issues, of any individual referred to the PBHS;
- DD. Review provider requests for authorization to monitor for accuracy and quality of the materials and information submitted by providers and contact providers for clarification when information is inadequate to support the request, within time frames as specified by MDH;

- EE. Provide current authorization information to providers, based on provider access level, on the Contractor authorization system; and
- FF. Have the capability to setup LBHA and MDH (or its designees) access to the Contractor's care management system with the ability to control access as appropriate based on rules of protected information using secure, role-based logins with the flexibility to change at the direction of MDH.

#### 2.3.4.2 Concurrent and Retrospective Reviews

In addition to performing initial authorizations as described in the previous section, the Contractor shall perform reviews as defined in Exhibit 6 and as outlined below:

- A. Perform concurrent reviews for participants receiving inpatient services, including:
  - 1. Reviewing all psychiatric admissions to acute care hospitals, specialty psychiatric hospitals, SUD Residential for Adults, clinically managed high intensity residential services for under 21, Medically-Monitored inpatient services for under 21, Medically-Monitored Inpatient Detoxification, Residential Treatment Centers, and other similar services;
  - 2. Determining continued medical necessity;
  - 3. Reviewing all requests for continued services for medical necessity and effectiveness of the services provided;
  - 4. Denying services that are not the most appropriate level and type of service(s); and
  - 5. Proposing other medically necessary services that are more appropriate.
- B. Perform concurrent reviews for participants receiving ongoing higher level outpatient services, as required by MDH, including:
  - 1. Determining continued medical necessity;
  - 2. Reviewing all requests for continued services for medical necessity and effectiveness of the services provided;
  - 3. Denying services that are not the most appropriate level and type of service(s); and
  - 4. Proposing other medically necessary services that are more appropriate.
- C. Perform retrospective reviews for individuals whose eligibility for Medicaid was retroactively determined after services have been provided through providers who participate in Medicaid.

#### 2.3.4.3 Audits and Program Integrity

The Contractor shall:

- A. Actively coordinate with MDH and, for ABA services, with the Medicaid Division of Children's Services to ensure consistency of interpretation and application of all rules, and coordination of audits;
- B. Prepare and deliver documents needed to pursue appropriate legal action to support MDH's compliance activities within 90 days of completing the provider audit;

- C. Perform audits and other reviews of medical and billing records to ensure that only medically necessary authorized services are funded by the PBHS or the Medicaid program;
- D. Under a Program Integrity unit, review claims data for abnormalities via algorithms and edits and include findings for data mining;
- E. For ABA, perform audits and other reviews of medical and billing records to ensure that only medically necessary authorized services are funded by the Medicaid program;
- F. Develop and implement MDH approved audit tools, protocols, and systems which:
  - 1. Evaluate the quality of the assessment, diagnosis, treatment/service planning, and service delivery and highlight practices that promote recovery, resiliency, and self-determination of participants;
  - 2. Identify and monitor providers who have filed claims with insufficient supporting documentation;
  - 3. Review patient medical records against paid claims for services specified by MDH;
  - 4. Identify and report potential false claims, fraud, or abuse by providers or participants, including abuses of referrals or overutilization;
  - 5. Identify, report, and resolve ASO overpayments;
  - 6. Identify unusual service utilization and billing outliers and recommend appropriate compliance and other appropriate action;
  - 7. Develop, analyze, and provide reports to identify suspicious provider billing activity;
  - 8. Use a random sample of all services rendered by providers after services have been appropriately authorized, in order to determine whether the medical necessity continued and was documented as required throughout the course of treatment/service provision;
  - 9. Conduct, in consultation with and following approval by MDH, a minimum of 350 audits of the PBHS annually of both clinical and financial records of PBHS providers, Health Home audits as specified under section 2.3.11.9 and up to 20 audits specifically of ABA providers;
  - 10. At the direction of MDH, retract payments of funds identified as not allowable during the audit. If requested, establish payment plans with the providers to recoup the payments in a manner that does not destabilize service delivery, when possible;
  - 11. Maintain documentation of all audits; and
  - 12. Ensure Inter-rater Reliability among auditors performing these functions.
- G. Provide technical expertise required to develop and annually update a Comprehensive Audit Plan, consistent with the needs and goals of MDH and including evidence-based audit practices.
- H. Semi-annually publish to the Contractor's website, a common audit findings summary, available for provider review and education.

## **2.3.5 Participant and Provider Assistance and Communication**

As specified below, the Contractor shall operate a toll-free participant and provider Call Center to provide accurate and timely assistance, including appointment assistance and grievance and appeal handling, for participants and providers; and create and maintain an easily accessible website of information for participants and providers.

### **2.3.5.1 Call Center**

- A. The Contractor shall assume the current Call Center toll-free number, 1-800-888-1965, and install, operate, monitor, and support an automated call distribution system.
- B. The Contractor shall equip the Call Center for the following general functions:
  - 1. Responding to questions regarding available behavioral health services, requirements to become a provider, procedures for filing a complaint or grievance, and billing information in an accurate and timely manner;
  - 2. Responding to clinical calls; and
  - 3. Providing appointment assistance for participants and warm transfers to providers or other entities such as LHBA as needed by participants.
- C. Specific service requirements for the Call Center include:
  - 1. Operate a toll-free, HIPAA compliant, automated call distribution center for participants and providers, either separately or combined;
  - 2. Accommodate all calls, including those requiring the use of TTY (teleprinter, teletypewriter or teletype) or Maryland Relay services for the hearing impaired or interpreter for callers that have limited English proficiency, for which the caller may not be charged a fee;
  - 3. Maintain a sufficient number of adequately trained staff to operate the Call Center from 8:00 am to 6:00 pm Eastern Standard Time on Business Days;
  - 4. Monitor for performance that ensures all Call Center staff are responsive, courteous, and accurate when responding to calls;
  - 5. Utilize an MDH-approved method for handling calls received after normal business hours and during state-approved holidays to triage calls and manage emergencies;
  - 6. Have a system for referral for services which includes “safety net” providers, teaching institutions, and facilities necessary to ensure that participants are able to access services that are not covered by the program;
  - 7. Have the technological capability to allow for monitoring and recording of calls, both by the Contractor and by MDH, for quality, accuracy, and professionalism;
  - 8. Implement a call satisfaction survey, offered either randomly or routinely to customers;
  - 9. Utilize an electronic system that allows Call Center staff to document calls in sufficient detail for reference, tracking, and analysis;

10. Maintain a documentation system, developed in conjunction with MDH, able to accommodate production and ad-hoc reports;
  11. Have reportable fields to accurately capture the type (all calls), date, subject, participant jurisdiction, and resolution of each call;
  12. Have a plan approved by MDH for providing uninterrupted Call Center services and system access in the event the primary Call Center facilities are unable to function in their normal capacity;
  13. Design and staff the system to ensure that participants who call with an emergency, or perceived emergency, are never put on hold and are immediately transferred to an appropriately trained behavioral health professional; and
  14. Relinquish ownership of any toll-free numbers upon Contract termination, at which time MDH shall take title to these telephone numbers.
- D. Call Center staff shall include clinically competent behavioral health professionals who are:
1. Licensed or certified in Maryland;
  2. Competent in the Maryland Public Behavioral Health System, Medicaid, and the system of care, including its policies and procedures regarding eligibility, access and behavioral health resources; and
  3. Trained to screen crisis or emergency calls and to address specific treatment, recovery and rehabilitation issues which vary by age, diagnosis and particular need.
- E. The Call Center shall:
1. Include specialty clinicians (as defined in Section 3.10 – Experience and Personnel) who are knowledgeable about co-occurring disorders, including substance use disorders/mental illness, addiction disorders, developmental disabilities/behavioral health disorders, expertise in child behavioral health needs, and physical illness/behavioral health disorders;
  2. Have the capability to immediately respond to crisis calls; connect with the Maryland Crisis Hotline’s telephone number and other identified Crisis Response Systems (Exhibit 7: MD Crisis Hotlines by County);
  3. Have the capability to handle directly calls in Spanish, as well as the capability of using or interpreter service to address the needs of the PBHS consumer;
  4. Have the capability to link a consumer in need of Limited English Proficiency (LEP) services with the LEP coordinator of each jurisdiction; and
  5. Have the capability to link calls from veterans to one of the Regional Resource Coordinators in the Maryland Commitment to Veterans Program.

#### 2.3.5.2 Grievance and Appeal Process

- A. The Contractor shall utilize MDH approved policies and procedures for processing and tracking grievances and appeals, whether received telephonically or written, within MDH established time frames.

**B. The Contractor shall:**

1. Participate in any grievance or appeal procedure;
2. Have all denials of service for medical necessity reviewed by a psychiatrist with mental health and substance use disorder expertise or addictionologist for substance use disorder within time frames specified by the Department;
3. Implement a tracking system to follow grievances and appeals through each stage of the system, including BHA review;
4. Track and monitor in a database format all requests for grievances and appeals, and notifications of their resolution, which must be made available to MDH on request;
5. Maintain sufficient staff trained to investigate all grievances within time frames established by MDH as: Urgent, clinical issues within 24 hours of receipt or by the close of the next business day; non-urgent clinical issues within 5 working days of receipt and for non-clinical issues; within 30 days of receipt;
6. Have an electronic documentation system that includes a complete description of the grievances and all of the steps in the grievance and appeal process, including participant notification;
7. Utilize MDH approved templates for participant notifications;
8. Have the ability to aggregate and analyze grievance and appeal data and as requested by MDH on an ad-hoc basis; and
9. Provide witness testimony for State Fair Hearings as required by MDH per COMAR 10.01.04.

**2.3.5.3 Complaint Process**

**A.** The Contractor shall utilize Department approved policies and procedures for processing, investigating, resolving and tracking telephonic or written complaints received by the Contractor.

**B. The Contractor shall:**

1. With advice or direction from MDH, develop and design a Complaints Management System to manage complaints on all aspects of the PBHS service delivery system, including complaints related to the functioning of integrated services and access to care;
2. Using the Complaints Management System, track and manage all complaints submitted to the Contractor by participants, providers, and others;
3. Forward all complaints not involving billing issues to the appropriate MDH or MDH delegated authority for investigation, with a copy to the BHA designee and track the results of the investigation;
4. Provide administrative support to the BHA to review complaints at minimum monthly;



5. For all complaints involving billing, conduct an analysis of the provider's billing and service record and present this information to the Medicaid designee with a copy to the BHA for further action;
6. Have sufficient staff to receive, track, and monitor complaints; and
7. Communicate with the complainant and investigating local authority about the status of the complaint investigation.

### **2.3.6 Contractor Staffing Requirements**

Purpose: To ensure minimum staffing levels are maintained throughout the duration of the Contract; identify Key Personnel as needing to be Maryland specific, located in Maryland and well-versed in Maryland rules and regulations; and identify which positions must have priority and a transition plan for when a position becomes vacant.

- A. The Contractor shall employ and maintain a sufficient number of qualified Key Personnel with appropriate experience, located in Maryland, dedicated to the Maryland Contract, and knowledgeable about the PBHS, to perform all the terms and functions of this RFP in the time periods prescribed by this RFP or by MDH regulations as specified in section 3.10.3.
- B. Staffing configurations may change as needs arise, with the approval of MDH except for staff members included in section 3.10.3 as long as the Contractor proposed and Department approved total Full Time Equivalents (FTEs) does not change.
- C. The Contractor shall make available to MDH reasonable access to its staff, including liaisons that shall be available to attend scheduled meetings with MDH and periodic meetings with participant/advocacy groups, or providers.
- D. The Contractor shall make available its Chief Executive Officer (CEO) or representative approved by MDH for attendance at, and testimony before, legislative proceedings
- E. The Contractor shall make available Management Staff with decision-making authority (including CEO, Chief Financial Officer (CFO), Medical Director, Clinical Director, Quality Assurance Director, and Director of Information Technology) to attend meetings with MDH staff, within 24 hours of notice.
- F. The Contractor shall assure that all clinical staff shall have sufficient training in and understanding of the PBHS, services available, and criteria for receiving such services.

### **2.3.7 Quality Management and Evaluation**

The Contractor shall develop, implement, and maintain a comprehensive internal Quality Management (QM) program that systematically monitors all aspects of the Contractor's operation and shall include:

#### **2.3.7.1 Quality Assurance Plan**

- A. The Contractor shall operate its QM Program in accordance with its Quality Assurance Plan, which shall describe all aspects of its QM Program, include measurable goals and objectives, and address both clinical and non-clinical aspects of care.
- B. The Contractor shall submit its Quality Assurance Plan annually to MDH.
- C. On an ongoing basis, the Contractor shall look for opportunities for quality improvement and implement timely corrective action.



- D. The Contractor shall meet a set of performance standards for quality management as determined by MDH (see 2.6 Service Level Agreement and 3.4.2 Liquidated Damages other than MBE).
- E. The Contractor shall participate in audits of any aspect of its Contractor operations, as required by MDH, in the timeframes specified by MDH.

#### 2.3.7.2 Evaluation

##### A. Consumer Perception of Care (CPOC) Survey

The Contractor shall:

1. For Behavioral Health, develop and administer an annual consumer perception of care survey to three behavioral health service populations, including: adult participants of mental health services, adult participants of substance use services, and parent/caregivers of child and adolescent mental health service participants.
  - 1.1 A similar, but smaller scale process shall be developed in collaboration with the Medicaid Division of Children's Services for ABA services.
2. Obtain a minimum sample of 750 responses for each of the three service populations.
3. Construct and use a data file and sampling methodology approved by MDH to serve as the basis for the CPOC survey administration.
4. Provide documentation to MDH detailing the survey sampling, data collection methods, and plan for data analysis and reporting.
5. Make recommendations and provide documentation to MDH regarding any changes to the survey tools or protocols, including the survey methodology and administration.
6. Provide annual summary documentation to MDH that includes interviewer training, monitoring/supervision of survey implementation, and quality control mechanisms utilized throughout the survey administration and analysis processes.
7. Use available technological resources to enhance the accuracy of participant contact information (i.e., addresses and telephone numbers).
8. Produce CPOC survey reports to include a detailed report, an executive summary, and brochures for the Adult Mental health and SUD survey results and for the parents/caregiver (children and adolescent) survey results.
9. Produce printed and bound copies of the survey reports, including 40 copies of the detailed report, 350 of the executive summary and 5,000 printed brochures (2,500 for Adult Mental health and SUD and 2,500 for the parent/caregivers of children survey results).
10. Obtain Institutional Review Board approval from the MDH Institutional Review Board
11. Provide copies of all survey raw data files to MDH upon completion of the survey data collection using a file format approved by MDH.

For additional information on the CPOC Surveys, visit:

<https://bha.health.maryland.gov/Pages/Consumer-Perception-of-Care-Surveys.aspx>

- B. Engage with the Consumer Quality Team Initiative (CQT) providing support to the LBHAs and to the BHA in meeting the deliverables of the contract. The CQT initiative, now entering its twelfth year, assures consumer input into quality assurance in the PBHS. The CQT holds confidential interviews with consumers in evaluation activities of the PBHS. This is the first project in Maryland where the evaluation is consumer operated. CQT conducts monthly feedback meetings with BHA, LBHAs, State facility CEOs and providers.
- C. Behavioral Health Provider Survey

The Contractor shall:

- 1. Develop and administer biennially (every other year) a behavioral health provider survey in consultation with MDH that includes both mental health and substance use disorder service providers.
    - 1.1 A similar, but smaller scale process shall be developed in collaboration with the Medicaid Division of Children's Services for ABA services process.
  - 2. Construct and use a data file and sampling methodology approved by MDH to serve as the basis for the provider survey administration.
  - 3. Provide documentation to MDH detailing the survey sampling, data collection methods, and plan for data analysis and reporting.
  - 4. Make recommendations and provide documentation to MDH regarding any changes to the survey tools or protocols, including the survey methodology and administration.
  - 5. Provide summary documentation to MDH that includes interviewer training, monitoring/supervision of survey implementation, and quality control mechanisms utilized throughout the survey administration and analysis processes.
  - 6. Produce survey reports including a detailed report and executive summary using report formats approved by MDH.
  - 7. Produce printed and bound copies of the survey reports, including 40 copies of the detailed report and 350 of the executive summary.
  - 8. Obtain Institutional Review Board approval from the MDH Institutional Review Board.
  - 9. Provide copies of all survey raw data files to MDH upon completion of the survey data collection using a file format approved by MDH.
- D. Call Center evaluation survey
  - 1. Develop and administer a Call Center evaluation survey.
  - 2. Record results of positive and negative responses and share monthly with MDH for evaluation of Call Center responsiveness.

3. Take corrective action for repeated patterns or negative responses from Call Center experiences.

### **2.3.8 Eligibility**

The Contractor shall maintain and utilize a participant enrollment system populated with data provided by MDH for Medicaid and uninsured eligibility information collected by the Contractor to verify active PBHS enrollment prior to authorizing or paying for any behavioral health services.

#### **2.3.8.1 Participant Eligibility Procedures**

A. For Medicaid participants the Contractor shall:

1. Operate a system that electronically accepts Medicaid eligibility files from the MMIS on a daily basis;
2. Determine whether a person requesting assistance, or for whom preauthorization is requested, is eligible for a specific service, pursuant to Medicaid policy;
3. Refer individuals that have lost Medicaid eligibility to MarylandHealthConnection.gov, their local department of social services, or local health department eligibility worker for assistance;
4. Verify during claims adjudication that the participant was eligible for behavioral health services on the date of service; and
5. For special programs, verify during claims adjudication that the participant was eligible for the specific special program services (for example, Health Home and 1915(i)) on the date of service.

B. For Non-Medicaid participants, the Contractor shall:

1. Determine approval for individuals to receive benefits for the uninsured by conducting a preliminary assessment and registration over a web-based application or the phone to establish if an individual meets the uninsured criteria specified by MDH.
2. Determine whether the uninsured participant has applied for health insurance through the Maryland Health Connection website and if not explain to provider or consumer how to apply for Medicaid, Maryland Children's Health Program, or a Qualified Health Plan;
3. Assign and maintain all approval spans for uninsured individuals in its system;
4. Open courtesy uninsured span after participant loses Medicaid eligibility;
5. In the event that the individual does not meet uninsured criteria, inform the provider, consumer, or individual requesting benefits for the uninsured that an LBHA review of the determination may be requested; and
6. Set up a process to accept uninsured exceptions approved by LBHAs and establish appropriate uninsured eligibility spans.

#### **2.3.8.2 Provider Eligibility Procedures**

The Contractor shall:

- A. Operate a system that electronically accepts Medicaid provider files from the Maryland MMIS on a daily basis;
- B. Upload providers based on provider type to deliver and receive payment for specific services, pursuant to Department policy;
- C. Specifically load provider types based on Department policy using Categories Of Service, enrollment date, enrollment status (active-pay, active-no pay, rendering only, suspended, and terminated) and provider type;
- D. Verify during claims adjudication that the provider was eligible for payment of behavioral health services on the date of service.

### **2.3.9 Claims Processing**

Federal rules allow Medicaid coverage to be applied retroactively for up to three months prior to the month of application provided the individual would have been eligible for coverage during the retroactive period had s/he applied at that time. Therefore, if the ASO pays for services from the State-only bank account and later determines the individual is eligible for Medicaid, the ASO will process the claim through MMIS to draw down federal funds at which time the ASO would replenish the BHA State bank account;

Additionally, the Contractor shall:

- A. Develop and maintain an accurate, efficient claims processing system to receive and adjudicate claims for medically necessary behavioral health services and submit Medicaid eligible claims to MDH for purposes of drawing down federal funds;
- B. Rapidly implement through its system new federal and State laws, regulations, and policies related to claims processing without additional cost to the State;
- C. Reconcile payments between the Medicaid and State bank accounts from which providers are reimbursed to ensure that only Medicaid services for Medicaid covered individuals are submitted to MMIS, and that State only services or Medicaid covered services rendered to uninsured individuals are drawn from the State bank account.
- D. Submit weekly to MDH an electronic file containing a listing of the expenditures made to providers broken out by Medicaid and non-Medicaid expenditures; weekly claims paid by service category and service fiscal year; and weekly claims paid by jurisdiction and service fiscal year;
- E. For each bank account, reconcile the net totals on the claims reports to the check register and electronic fund transfer register for each weekly claim submission and provide reconciliation documentation to MDH weekly;
- F. Provide the State with a monthly end-of-month reconciliation of each checking account including a list of outstanding checks;
- G. Provide to the State separate weekly requests for reimbursement for each account with the detailed claim processing report in a State-approved format;
- H. Link system authorizations to claims processing to ensure that only authorized services are approved for claims payment;
- I. Process authorizations and claims at no cost to providers within the FFS PBHS;
- J. Accept and process paper and electronic claims submitted on HIPAA-compliant paper billing forms or on HIPAA compliant 837/835 electronic format;

- K. Have the ability to automatically change, track, and report (without any manual intervention) the source of payment based on time in treatment for the specified service type, member eligibility, and any other criteria as required by MDH (as in SUD adult residential services);
- L. Allocate administrative costs in order to claim federal fund participation (FFP) for all Contractor functions related to the management of Medicaid;
- M. By way of a secure environment:
  - 1. Verify participant eligibility and information on all claim transactions submitted;
  - 2. Verify provider eligibility and information on all claim transactions submitted;
  - 3. Maintain clear billing instructions for providers;
  - 4. Verify any and all third party insurance billing information;
  - 5. Verify authorization of claims as required by MDH;
  - 6. Have the ability to adjudicate claims based on the billing National Provider Identifier (NPI) number and rendering NPI number;
  - 7. Implement system edits to ensure compliance with all BHA and Medicaid policies, procedures and requirements;
  - 8. Have the ability to classify source of payment by participant eligibility;
  - 9. Accept zero dollar encounter claims for those services identified by MDH as required for the reporting of such services in a format to be defined by MDH;
  - 10. Have the ability to pay multiple rates for the same procedure code based on provider type and modifier codes, e.g., payment of enhanced rates for the provision of Evidence Based Practices (EBP) services for approved providers or differential rates for providers based on provider qualifications (psychiatrists versus other licensed professionals versus outpatient mental health centers);
  - 11. Have the ability to collect data regarding physician administered or dispensed drugs; (e.g. National Drug Code (NDC) Directory);
  - 12. Provide MDH with online access to information regarding the Contractor's claims processing system edits and criteria;
  - 13. Develop a web portal to accept direct data entry of claims at no additional cost to the providers;
  - 14. During pre-transition, accept claims payment history from 2010 from the prior BH ASO and retain throughout duration of the Contract;
  - 15. Accept claims file in a format that is to be defined by MDH;
  - 16. Within five (5) working days of receipt of an electronic claim lacking sufficient information to process, return the claim to the provider that submitted it with an explanation of the reason that the claim was returned;

17. Receive and utilize the eligibility decision date in the adjudication of claims for retroactively- eligible participants so that a claim meets the timely filing limits if the claim is submitted within 12 months of the decision date or notice of eligibility;
18. Process 100 percent of clean electronic claims within 14 calendar days of receipt;
19. Provide, upon request and via Contractor website, documentation that can be downloaded regarding the procedures and processes for appealing the Contractor's complete or partial denial of any claim;
20. Assign to each claim a unique transaction identifier that indicates the date the claim was received by the Contractor and the input source (paper, electronic media, web portal);
21. Make, at a minimum, weekly payments to providers consistent with requirements of MDH, including receipt of electronic funds transfer (EFT) payments;
22. Have the capacity to perform automated electronic mass adjustments processed in a batch format whereby a retroactive rate change, eligibility change, or any other change can be reprocessed ensuring correct provider payment or other adjustments in the claims payment format designated by MDH;
23. Electronically submit paid claims to MMIS within seven (7) working days of the date the claim was paid by the Contractor using the 837I or P formats;
24. Submit claims using MDH's Maryland Medicaid Electronic Exchange (MMEE) web portal (See Exhibit 9);
25. If necessary, translate procedure codes prior to submission to MMIS;
26. Provide safeguards to prohibit unnecessary and inappropriate submission of duplicate claims; electronically retrieve and process a weekly payment advice file from Department and report any differences between claims submitted for payment by the Contractor to MMIS and claims paid by MMIS within 5 business days from the time the 835 file is made available;
27. Retract payments from providers when it is subsequently found that the Contractor processed a claim in error or there was no documentation to substantiate the claims;
28. Void and resubmit claims to MMIS when appropriate;
29. Cost avoid and prevent payment of services when Medicaid provides information on third party insurance coverage, including Medicare;
30. The Medicaid program adjudicates cross-over claims from Medicare;
31. The Contractor pays for claims that are part of the Medicaid behavioral health service package but not covered by Medicare such as PRP and OTP services;
32. The Contractor must cost avoid all behavioral health services when the patient has Third Party Liability (TPL) coverage other than Medicaid but must adjudicate subsequent claims if the provider can demonstrate that insurance coverage did not cover the behavioral health benefit;

33. Immediately notify MDH and providers of any connectivity problems that cause interference with normal business practice;
34. Issue IRS 1099 Forms annually to providers;
35. Generate explanation of payments (remittance) as appropriate for each provider in electronic format (or paper if provider requests);
36. Generate Explanation Of Benefits (EOB) semi-annually for each participant and send EOBs consistent with Department policy;
37. Have the ability to suppress specific EOBs consistent with Department policy;
38. Provide MDH with remote access to the Contractor systems for up to 10 Department staff for on-line, real time access to the claims and authorization system; and
39. Adjudicate all claims received whether in either electronic or paper format (FY17 14.3 million claims processed with 97% electronic/3% paper).

The Contractor shall be responsible for uncollected FFP under the Contract where the failure to collect those funds is within its control and shall notify MDH in writing, within 30 working days, if unable to resolve FFP issues without State assistance. Failure to notify the State will result in the Contractor's liability for the uncollected federal funds. The Contractor shall maintain documentation of its efforts in resolving claims edit issues between the Contractor and MMIS.

N. For **Non-Medicaid** claims, the Contractor shall process claims:

1. For individuals for whom emergency petitions have been filed and who have no other source of payment for emergency room, evaluation costs, and transportation charges, if hospitalization is needed when the hospital where the evaluation occurs cannot admit the individual;
2. Transportation services for emergency transport in psychiatric emergencies which require storing and management of associated paperwork;
3. Emergency petition claims and associated storage and management of associated paperwork;
4. Covered services for the eligible uninsured;
5. Non-Medicaid covered services.

O. Baltimore Comprehensive Care Program. Set up a system to pay a monthly rate for specialty mental health services with edits to not pay other mental health claims while receiving this monthly rate.

P. For Medicaid and Non-Medicaid claims, in addition to any other damages available or arising under this Contract, the Contractor shall be liable for incorrectly paid claims in all cases in which the Contractor's actions were solely responsible. Contractor liability for provider claims shall be imposed in all instances in which the Contractor makes an incorrect payment as a result of failing to adhere to the requirements of the Contract including when the Contractor:



1. Pays a claim for a provider who is a non-eligible provider or who does not have an active provider number in the MMIS.
2. Makes an erroneous participant eligibility determination and pays a claim for which the participant is not eligible.
3. Denies disputed claims that it has not resolved, which results in a failure to enter them into MMIS in time for processing within federal timely filing edits.
4. Pays an incorrect amount for a claim.
5. Pays claims when the service is not applicable to the specific provider type.

## **2.3.10 Operational Requirements**

### **2.3.10.1 System Requirements**

#### **A. General System Requirements:**

1. The Contractor shall not connect any of its own equipment to MDH's LAN/WAN without prior written approval by MDH.
2. The Contractor shall maintain the system and apply all patches and updates to keep the system up-to-date.

#### **B. System Maintenance**

The Contractor shall perform software maintenance and system changes for the component parts of the Contractor's MIS, as requested by MDH and as follows:

1. The various types of maintenance support shall include:
  - i. Conversion of historical records;
  - ii. Activities necessary to provide for continuous effective and efficient operation of the Contractor's MIS to keep it ready and fit to perform at the standard and condition for which it was approved;
  - iii. Activities necessary to ensure that all data, files, and programs are current and that errors are minimal;
  - iv. Activities related to file growth and partitioning, with no archiving of records;
  - v. LAN administration and maintenance to ensure performance standards are met.
  - vi. Maintenance of current, Department approved versions of licensed software, and accommodation of reasonable changes in numbers of users;
  - vii. Maintenance of the integrity and confidentiality of all Personal Health Information in accordance with State of Maryland and Federal laws and regulations, and the highest State data security standards;
  - viii. File maintenance activities for updates to all files;
  - ix. Scheduling ongoing tasks to ensure system tuning, performance, response time, database stability, and processing, during hours least disruptive to users accessing the system;
  - x. Adherence to system parameters, including the frequency, number, and media of reports;



- xi. Changing edit disposition parameters for established edit or audit criteria; and
  - xii. Addition of new values and changes to existing system tables
2. The Contractor shall make software changes, as directed by MDH, when MDH determines that additional requirements need to be met or that a change to existing file structures or current processing is needed. These changes include:
- i. Implementation of capabilities not specified in this RFP or agreed to during the transition;
  - ii. Implementation of edits and audits not defined in the operational system accepted by MDH;
  - iii. Changes to established reports, screens, or tape formats, such as sort sequence, new data elements, or report items; and
  - iv. Acceptance of a new input form.

C. System Change Process

- 1. The Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology (IT) projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting project execution.
- 2. The Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. Contractor's staff and subcontractors are to follow a consistent methodology for all activities.

***Definitions:***

***Defects***

Defects are defined as system bugs or deficiencies, such as when the system produces results that are not consistent with the approved requirements. Defects shall be fixed by the Contractor without additional cost to MDH. Defects prioritized as urgent and high are required to have a scheduled deployment date that is mutually agreed upon between MDH and Contractor but not to exceed three months from the time of identification of the defect.

***Enhancements***

Enhancements are system modifications deemed necessary by MDH that are not defects. Enhancements are change request items that are routed through the Change Control Workgroup, (CCW), with approved changes being incorporated into the core project requirements and design. Enhancements are required to have a scheduled deployment date that is mutually agreed upon between MDH and Contractor but not to exceed six months from the time of approval. Most system enhancements are not expected to result in additional cost to MDH, but for items that may be considered for additional payment, the Contract Monitor's approval is required prior to the Contractor starting work on the change request. Prior to approval, the Contractor shall submit a change request form that includes the following:

- a. Tracking number;
- b. Priority;

- c. Title;
  - d. Description;
  - e. Cost, if appropriate;
  - f. Hours breakdown by labor type;
  - g. Target implementation date; and
  - h. Signature line for Contract Monitor's approval.
- 3. The system change management process provides a mechanism to request, evaluate, prioritize, and coordinate system changes. System changes can be defined as defects or enhancements. A defect or enhancement may be identified by MDH, system user, or Contractor.
  - 4. Defects and enhancements shall be documented by the Contractor in a tracking system. The tracking system shall include a tracking number, title, short description, system(s) or component(s) impacted, resolution, reported by, date reported, assigned developer, target implementation date, hours breakdown by resource type (e.g. business analyst, developer, tester, etc.), cost (if appropriate), priority, deployed date, and other information as agreed upon with MDH.
  - 5. Defects and enhancements that are addressed in a release are required to be documented in the release notes. The Contractor shall inform MDH of deployed defects and enhancements. Monthly reporting of the status of defects and enhancements shall include the relevant information from the tracking system.
  - 6. All system changes in response to defects and enhancements release shall be thoroughly tested and approved by MDH before moving the changes to production. The Contractor shall test the impact of the changes to the existing systems and share the results of the testing with MDH, prior to deploying the changes.
  - 7. Defects and enhancements are categorized and prioritized by MDH as follows:
    - a. *Urgent* – critical system functionality is impacted, resulting in impact to users and/or business functions.
    - b. *High* – important system functionality is impacted, preventing efficient operations for the business functions.
    - c. *Medium* – important but not urgent.
    - d. *Low* – cosmetic changes, not important and not urgent.

#### 2.3.10.2 System Abilities

- A. The Contractor's information system shall be the primary tool utilized by the Contractor to manage, monitor, and provide reports on essential system functions, based on requirements established by MDH, including:
  - 1. Eligibility determination and enrollment;
  - 2. Assessment and clinical data;

3. Service authorization;
4. Provider network;
5. Service utilization and expenditure by funding sources (i.e., Medicaid, Medicaid State funded, Non-Medicaid, uninsured and grant funded);
6. Claims processing, payment, and federal funds reimbursement;
7. Identification of providers at-risk for committing fraud, waste, and abuse so that audits can be targeted to areas of greatest concern;
8. Identification of utilization patterns, such as those by high-cost/high-need users or high-cost providers, and recommend interventions to maximize clinical results and control costs; and
9. Quality and outcome reporting.

**B. The Contractor shall:**

1. Collect and maintain all data to complete any requirements contained in this RFP.
2. Collect and maintain all data required by CMS-1500 (837P) and Form UB-04 (CMS 1450)(837I); or any revisions of these forms;
3. Ensure the integrity and confidentiality of all data in accordance with State of Maryland and federal laws and regulations, and the State Data Security Standards;
4. Have the ability to electronically warehouse PBHS claims, authorizations, participant eligibility, provider, and Medicaid pharmacy data files and all other data collected since January 2010 in a secure manner;
5. Build, if necessary, maintain, modify, and support a web-based secure, user-friendly, interactive authorization and data reporting system with a point and click interface, using current technology that complies with State and federal confidentiality requirements, with the capability to interface with the provider's Electronic Health Records (EHR); and enables end users to quickly learn the system and access information;
6. Through a secure File Transfer Protocol (FTP) server, make the detail claims, authorization (including auxiliary data), provider, participant eligibility, pharmacy, FFP, and any other data files available to MDH and its designees on a regularly scheduled basis in a format that is compatible with the historical PBHS data sets as well as acceptable to MDH;
7. Have edits in place to ensure that information collected is validated and meets the accuracy standards of MDH;
8. Respond to ad hoc data requests in the time frame specified by MDH and produce reports that are validated against previously published data or any other comparable information, before confirming and distributing the reports to MDH;
9. Implement a quality assurance and improvement system, based on available or collectible PBHS data, which includes, at a minimum, fraud, waste, or abuse control

(e.g., edits governing combination of services and number of services), provider evaluation, cost control and effectiveness, measures of how often evidence-based and promising practices are followed (this will require an augmentation in coding to differentiate whether the services performed individually and collectively equate to an evidence-based and/or promising practice), and outcomes measurement subsystems;

10. Utilize system software and hardware platforms that are expandable and have the capacity to adapt to change based on State or federal requirements or Departmental policy changes; and
11. Implement computer system security measures, including system's backup and disaster recovery procedures for all services.

#### 2.3.10.3 Data Capabilities

The Contractor shall:

- A. Collect and maintain all data to complete any required reports as indicated in Exhibit 7 (Reports to be Made Available), as well as other reports as required.
- B. Implement data collection systems and expansions pursuant to Department timelines, to collect data necessary to complete all federal reporting elements required by SAMHSA, or its successor, including, but not limited to:
  1. The Uniform Reporting System (URS) tables: <https://www.nri-inc.org/media/1324/2017-urs-tables.xls>
  2. Client Level Data: <https://www.nri-inc.org/our-work/projects/uniform-reporting-system-and-mental-health-client-level-data/>
  3. Mental Health-Client Level Data (MH-CLD) file Instruction Manual, and Crosswalk template: <https://www.dasis.samhsa.gov/dasis2/mhcld/MH-CLD-Final-InstructionManual-Version2-6.pdf>
  4. Substance Use Treatment Episode Data Set (TEDS): [https://www.dasis.samhsa.gov/dasis2/manuals/combined\\_su\\_mh\\_teds\\_manual\\_ver\\_4.3.pdf](https://www.dasis.samhsa.gov/dasis2/manuals/combined_su_mh_teds_manual_ver_4.3.pdf).
- C. Following MDH's approval, implement at Go-Live a documented data dictionary, including definitions of all recorded data elements;
- D. Collect data as required for State reporting purposes;
- E. As described in 3.10.2.E employ five dedicated local staff with expertise in reporting and data analysis that, when necessary, and if applicable, will have access to national or central company resources;
- F. In addition, to the information required in 2.3.2.7, maintain the following PBHS Provider Network information, including but not limited to:

1. Provider identifiers;
  2. Provider/clinical expertise (e.g., treating individuals with co-occurring conditions, trauma informed care);
  3. Disability population access; and
  4. Evidence Based Practice (EBP) or promising practices offered (e.g., Cognitive Behavioral Therapy, Supported Employment, Assertive Community Treatment);
- G. Develop forms needed to collect the data required under the Contract;
- H. Develop and implement, in collaboration with MDH and other partners, a system to obtain and integrate BHA client specific information on participants utilizing FFS and non-FFS contractually/grant/State funded services with information from State Psychiatric Facility data, Forensic Tracking system data, and data from any other system approved by MDH; and
- I. Develop and implement a system to collect data on veterans, including basic demographics, combat participation status, service requests, and service utilization.

#### 2.3.10.4 Reports and Data Analytics

The Contractor shall:

- A. All reports produced must include a summary of the report findings and be presented in a manner which assesses the data and identifies patterns regarding the data for MDH;
- B. Produce reports according to schedule in Exhibit 7: Reports to be available based on major service categories (i.e., mental health services, substance use services, co-occurring services, Health Home services, 1915(i) services, and ABA services);
- C. Have the ability to estimate and project spending comparing authorized services to claims paid by type of service delivered, source of payment, and reporting period;
- D. Maintain a reporting platform that contains prebuilt interactive reports made available in the menu structure so that end users can access and generate the reports based on their access privileges, as well as customize filter conditions to select important data elements;
- E. Make reports available at the individual jurisdiction and LBHA levels;
- F. Control access to the reporting system using log-on identifiers and passwords, with various security levels implemented for various user categories (e.g., Department, LBHA, and providers);
- G. Maintain reporting history for each system user;
- H. Maintain a system that enables the end user to download/export the reports, at a minimum, to Excel and .pdf formats and print the reports from any standard browser;
- I. As directed by MDH, produce additional provider specific reports incorporating appropriate clinical quality measures to enable providers to deliver quality care that is effective, efficient, and participant-centered;
- J. Refresh data for pre-built reports on a schedule developed by MDH;
- K. Respond to ad hoc data requests in the time frame specified by MDH and validate the reports for accuracy before distribution to MDH;
- L. If corrections (excluding alterations to the initial request) are required more than once in the same report, a root cause analysis may be requested;

- M. Make available written technical descriptions, in user friendly formats, of the methodologies used to develop reports, including data elements used in the reports, as well as the programming code used to generate the reports;
- N. Perform data integrity checks and data analyses to support evaluation and quality improvement activities; the Contractor shall be responsible for identifying patterns of service utilization and trends in the PBHS and notifying MDH, whenever necessary; and
- O. If the Contractor uses proprietary software in the implementation of its reporting system, provide at least 100 licenses granting access to the reporting system.

#### **2.3.10.5 Data Sharing**

The Contractor shall create an MIS that:

- A. Utilizes unique identifiers for each participant, provider, and claim that are compatible with the unique identifiers established by Medicaid, which will allow for the identification of participants, claims, or providers in the existing Contractor data sets, and continue to assign unique identifiers based on this system to each new participant, provider, and claim;
- B. Maintain or have the capability to maintain data interfaces with trading partners through secure (encrypted) processes including the following: MMIS, State Psychiatric Facility Hospital Management System (HMIS), Local Behavioral Health Authorities, the Pharmacy Benefits Manager (PBM), Department of Public Safety and Corrections (DPSCS), Developmental Disabilities Administration (DDA), Maryland State Department of Education (MSDE), Chesapeake Regional Information System for Our Patients (CRISP), Department of Human Services (DHS), Department of Juvenile Services (DJS), Health Information Exchange (HIE), and HealthChoice MCOs; and have the capacity to exchange data with these entities over telephone lines or dedicated data lines or through secure FTP sites;
- C. Receives, uploads, and trains staff on understanding data from the MMIS that includes, but is not limited to, Medical Assistance (MA) eligibility files provider files, and the 835 (See Exhibit 9);
- D. Submits (837I and 837P) and receives (835) HIPAA compliant electronic claims information to and from MMIS (see Exhibit 9);
- E. Submits weekly an electronic file, in a format that can be edited, to MDH containing a listing of the expenditures made to providers, as well as reports summarizing the weekly claims paid by service category, fiscal year of service, jurisdiction, LBHA, and fiscal year of service;
- F. Exchanges data with providers and MCOs in secure electronic formats, including facsimile, as is appropriate to maintain the confidentiality of the data;
- G. Exchanges data in a secure electronic format with PBHS providers, MCOs, and other entities designated by MDH to improve coordination of care and service delivery; and
- H. Supplies data in secure formats approved by MDH.

#### **2.3.11 Special Projects/New Initiatives:**

MDH maintains special projects as listed below and, at the time of this RFP writing, is applying for or waiting for approval of new initiatives. The projects listed in 2.3.11.1 - 2.3.11.14 are in varying stages of implementation or application, as described within each paragraph.

Projects in the planning stage are listed in 2.3.11.15. The Contractor should also anticipate and tailor their offer to accommodate the regular addition of additional special projects, new initiatives, enhancements to the existing system, addressing areas of concern, handling emergencies, and ensuring continuous improvement to the PBHS, including the incorporation of emerging treatment modalities and best practices. The Contractor should anticipate the need for on-going surge capacity as part of the routine administration of the Contract and designate a dedicated and highly skilled Director of Implementation to oversee and direct these efforts.

#### **2.3.11.1 Applied Behavioral Analysis (ABA) Benefit for the Children with Autism Spectrum Disorder**

In 2017, MDH added the benefit of applied behavioral analysis specific for children diagnosed with an Autism Spectrum Disorder (ASD) in Maryland. This benefit is managed under Medicaid under as an EPSDT (Early, Periodic, Screening, Diagnostic, Treatment) benefit which applies to individuals under the age of 21.

In addition to the Scope of Work deliverables, there are specific requirements for the ABA benefit including the following:

##### **A. Recruitment - The Contractor shall:**

1. Recruit qualified ABA providers including Board Certified Behavior Analysts (BCBA and BCBA-D), Board Certified Assistant Behavior Analysts (BCaBA), and qualified ABA Paraprofessionals (Registered Behavior Technicians (RBT).
2. Review network adequacy in terms of geographic distribution and provider/member ratios on a quarterly basis.
3. Submit to the ABA team a monthly report on provider recruitment activities, including the type of provider, location, date, and type of recruitment activity.
4. Submit to the ABA team a quarterly report of all providers whose participation status was terminated during the preceding quarter, including the provider's name, address, specialty, and reason for termination.

##### **B. Registration – The Contractor shall:**

1. Build, develop, and monitor the network to ensure that network adequacy standards are met.
2. Register verified qualified ABA providers and qualified ABA paraprofessionals into the Contractor's system.

##### **C. Provider Relations and Communication – The Contractor shall:**

1. Assist participants or their referring provider in locating ABA providers, or providers who are qualified to complete a Comprehensive Diagnostic Evaluation (CDE); and
2. Coordinate with the Medicaid ABA unit on materials for all of the above.

##### **D. Education/ Training - The Contractor shall produce and maintain materials for the:**

1. Education of pediatric primary care providers and other professionals in the use of the Modified Checklist for Autism in Toddlers-Revised (M-CHAT-R) tool to screen for Autism Spectrum Disorders and steps to take when a screen is positive;



2. Training of appropriately licensed professionals on assessment using the Autism Diagnostic Observation Schedule, Second Edition (ADOS II) and other validated evaluation instruments;
3. Education of the provider community about the health care professionals qualified to perform a CDE to diagnose or rule out an ASD and the required components of a CDE;
4. Education of the provider community about how to make a referral for ABA services;
5. Education of ABA provider groups and agencies on standards of care, including:
  - i. Provider requirements;
  - ii. Service definitions;
  - iii. Mapping of services with providers;
  - iv. Requirements for assessments and treatment plans;
  - v. Documentation of supervision;
  - vi. Medical necessity guidelines; and
  - vii. Data entry of service encounters for billing and concurrent entry of clinical data to support outcomes management; and
6. Education of the provider community on the ABA benefits management model.

**E. Authorizations**

The Contractor shall approve authorizations through an ABA Senior Care Manager based on:

1. Intensity and duration of treatment guidelines; and
2. ABA treatment domains and allowable billing codes (Exhibit 4b-ABA Service Matrix).

**F. Quality of Care Complaints**

1. Notify the complainant and MDH Children's Division that a complaint or quality of care issue has been received;
2. Track each complaint in a database shareable with MDH Children's Services Division;
3. Investigate the complaint;
4. Make recommendations to the MDH Children's Services Division regarding the findings;
5. Draft a recommendation/findings letter and, if applicable, Program Improvement Plan (PIP) for the Department's Approval;
6. Oversee and monitor the deliverables and requirements of the PIP; and

7. Notify the complainant of the resolution, if applicable, via letter or format approved by the MDH Children Services Division.

#### 2.3.11.2 Maryland's Commitment to Veterans (MCV)

Maryland's Commitment to Veterans (MCV) was established to coordinate, provide, and fund behavioral health services. Regional Resource Coordinators (RRC) are responsible for coordinating behavioral health services across the State either with the VA Maryland Health Care System or MDH, if VA services are not available within two weeks.

The Contractor shall:

- A. Implement a system to collect veteran data that includes total number of veterans served by jurisdiction (county) and basic demographics, service area, including funds spent on services by jurisdiction. Separate monthly report includes veteran name and contact information.
- B. Screen providers for veteran status or experience working with veterans and report quarterly. Report includes provider name and contact information.
- C. Disseminate MCV updates and veteran training opportunities to providers. Educate staff about MCV and work with MCV to develop a system of warm hand offs of veteran or family member to MCV or Contractor as needed.

#### 2.3.11.3 Outcomes Data Capture and Analysis

The current system is known as the Outcome Measurement System (OMS); future iterations will include changes, additions, or total replacement of the current system. This system allows for the collection of Department defined information through use of questionnaires and includes data elements listed in Exhibits 10 and 11 (Exhibit 10: ACA Implementation Guide; Exhibit 11: Required Data Elements) which will be required data capture under the Contractor's system. Currently, information is collected on individuals aged 6-64 utilizing the Outpatient Mental Health Clinics, FQHCs, and Health Services Cost Review Commission (HSCRC) outpatient clinics, Level 1 SUD Providers, OTPs, at intake, every six months thereafter, and upon discharge. Participants and/or caregivers of children provide self-reports on a series of items contained in a questionnaire administered by a clinician. In order to ensure quality of care over time, providers enter this data at the inception of service and every six months thereafter. The Contractor should be able to incorporate questionnaires specific to mental health and substance use providers. Data analysis and mechanisms for different levels of access to data by several different constituencies (BHA, LBHAs, Providers, and the general public) must be made available through OMS DataMart. The Contractor shall:

- A. Implement a system to capture data to report on performance measures that integrates seamlessly with the Contract's service delivery system;
- B. Ensure that the system implemented to capture data will be flexible and have the capacity to accommodate for additional changes when required by MDH;
- C. Provide a web-based system that is able to automatically direct providers, based on certain participant eligibility characteristics, to the appropriate workflow to capture the needed data.
- D. Train providers on the system for capturing the data;
- E. Migrate existing data to the Contractor system;
- F. Utilize scientifically tested instruments approved by MDH to assess psychiatric symptoms for adults, children, and adolescents, and assume costs for use of any instruments;

- G. Produce data and analyses on data collected as of the last assessment within a twelve-month period (FY, CY, and Rolling 12-months), as well as analyses of comparisons of individual changes in assessments over time;
- H. Provide MDH with documentation of definitions and code used to produce analyses;
- I. Evaluate the integrity of the information in submitted questionnaires;
- J. Design, host, maintain, and refresh quarterly a publicly-accessible web-based system with analyses, presentations, and functionality at least equivalent to the current OMS DataMart, which includes the capacity for enhancements to the current system, methodology, and analyses;
- K. Allow the public to access, through the web-based system, State, jurisdictional (i.e., county and Baltimore City), and LBHA-level analyses based on both the participants' most recent assessment within the period of analysis and changes in assessments over time;
- L. Design, host, maintain, and refresh quarterly a secure web-based system, with similar features as the public site, to allow providers, LBHAs, and MDH (and its designees) to access provider-level data, including data and analysis at the participant-level, limiting provider access to participants being served by that provider and LBHA access to data for participants whose jurisdiction of residence at the time of the analysis period is with the LBHA, with MDH and its designees having access to all provider-level and participant-level data;
- M. Propose recommendations annually for further utilization and analysis of data either alone or in conjunction with other data within the PBHS, to improve care, coordination, and delivery of services and better utilize public funds; and
- N. Produce each month a cumulative file, including all historical records, of data captured under this system in a format acceptable to MDH

#### 2.3.11.4 Division of Rehabilitation Services (DORS) System Integration

This is a high-profile, national model for the integrated design and seamless implementation of supported employment services across the State Mental Health Authority and the State Vocational Rehabilitation Agency. This model, which originated within the context of a Statewide initiative to promote the adoption and implementation of Evidence-Based Practice (EBP) Services, has increased EBP access, availability, and utilization; created programmatic efficiencies in supported employment service delivery; braided funding streams; reduced administrative process burden for providers; and streamlined access to supported employment for participants through a single point of entry to PBHS and DORS supported employment services. For purposes of referral, application, eligibility determination, and case coordination, this initiative integrates within the Contractor's web-based authorization system for supported employment a customized process that combines administrative procedures between BHA and DORS to include an integrated application for approval of mutually exclusive supported employment service phases, which are discretely authorized in accordance with BHA and DORS protocols, authorization parameters, and service rules. BHA-funded supported employment service phases include, but may not be limited to, Pre-placement, Placement, Extended Support Services, Clinical Coordination, and Psychiatric Rehabilitation Program Services to Individuals in Supported Employment (SE). This customized Maryland-specific functionality must be available at Contract implementation.

The Contractor shall:

- A. Design, develop, and implement a web-based system, with functionality, as detailed below, that reduces administrative burden and duplication of effort for providers and DORS counselors and expedites SE service delivery for participants;
- B. Implement a web-based portal that is integrated with the Contractor's authorization system for SE and that serves as a single point of entry for application, referral, and eligibility determination for participants and providers requesting SE services in the PBHS and DORS;
- C. Grant and maintain ongoing controlled, individualized guest access, with attestation of participant consent, to approximately 75 identified DORS counselors Statewide in order for identified DORS counselors to verify, view, and print the DORS referral and application and view and print the SE authorization and the SE authorization disposition. The DORS referral and application is embedded within and activated by the initial SE pre-placement authorization or a concurrent SE pre-placement authorization if the DORS case has been closed within the current episode of care and the individual desires to be re-referred. Access shall be maintained as long as the DORS counselor remains employed with the agency and an active Release of Information remains on file with the Contractor for the sharing of participant information. If a new DORS counselor has been assigned, permit the reassignment of controlled, individualized guest access outside of the authorization platform to the new counselor, with attestation of participant consent;
- D. Provide real-time automatic notification of the disposition of the SE authorization request to identified DORS counselors and DORS counselor supervisors outside of the authorization platform;
- E. Ensure that the web-based authorization system is structured to monitor, track, and record EBP provider status by approved service location so that the provider will only be allowed to get authorizations for services they are approved to provide;
- F. Ensure the web-based platform includes safeguards to protect the confidentiality of information;
- G. Ensure that the system has the capacity to expand for additional future changes;
- H. Include within the web-based platform for SE authorization, an embedded DORS application which captures additional data elements and pre-populates from existing data fields both within and external to the SE authorization workflow. Data elements shall be provided by BHA and DORS and will be similar, but not limited to, those in current use as indicated in the DORS application (Exhibits 12 and 12b). The application shall be activated based on participant and provider characteristics. The application shall be made available for download and print by the provider, DORS counselor, and LBHA in a format that approximates the appearance of the hard copy application;
- I. Permit identified DORS counselors to search, view, and print authorization requests for SE PRP services, outpatient treatment services, Individual Rehabilitation Plans (IRP), Individual Treatment Plans (ITP), and OMS data;
- J. Ensure that the system captures all required data elements and fields required by DORS and BHA for federal data reporting;
- K. Designate a liaison to DORS, who will reconcile issues related to DORS counselor guest access and system connectivity, including log-in and password assignment;

- L. Respond to inquiries from DORS representatives within two business days. Meet with designated Department and DORS representatives at a minimum frequency of twice annually, and at the request of MDH and DORS, to review progress on this initiative;
- M. Migrate existing SE data to the Contractor system; and
- N. Provide quarterly training in collaboration with MDH to LBHAs, DORS counselors and supervisors, and supported employment providers on the use and navigation of the SE workflow and DORS guest access.

#### 2.3.11.5 Maryland Ticket to Work (TTW)

The Ticket to Work and Self-Sufficiency Program, established under the aegis of the Ticket to Work and Work Incentives Improvement Act of 1999, and administered by the Social Security Administration (SSA), is a federally sponsored employment initiative designed for individuals with disabilities who are Social Security participants and who are interested in returning to work. The Maryland Ticket to Work Program connects selected LBHAs and the respective SE program within those jurisdictions, into a single Maryland Employment Network (MD-EN) consortium, under the auspices of the Ticket-to-Work program. This customized Maryland-specific functionality must be available at Contract implementation.

The Contractor shall:

- A. Develop and maintain a system that shall permit the provider and the LBHA to register the assignment of tickets, develop Individual Work Plans (IWP), and monitor the achievement of employment milestones;
- B. Have a web-based platform with the capacity to:
  - 1. Identify SE providers that participate in the MD-EN and those participants enrolled with these providers;
  - 2. Record and track registration of ticket assignment by participant;
  - 3. Record and track participant wages;
  - 4. Record and print IWP;
  - 5. As requested by MDH, run PBHS file against Unemployment Insurance (UI) wage data-output reports for all ticket holders and all participants;
  - 6. Update monthly bill file for ticket holders identified in UI files;
  - 7. Run the PBHS file against SSA vendor's Ticket to Work file to identify ticket holders not yet identified in PBHS file;
- C. Produce paper and electronic reports that detail provider, participant, and other selected data items for participants in service with MD-EN providers whose tickets have been assigned to the MD-EN filtered by provider and time period as necessary;
- D. Produce paper and electronic reports that detail provider, participant, and other selected data items for participants in service with MD-EN providers whose tickets have not been assigned to the MD-EN filtered by provider and time period as necessary;
- E. Produce paper and electronic reports for providers not enrolled in the MD-EN that detail provider, participant, and other selected data items for participants in service for employed

participants whose tickets could potentially be assigned to the MD-EN filtered by provider and time period as necessary;

- F. Report eligible participants and eligible participant months, by participant, provider, and date;
- G. Migrate existing TTW data to the Contractor system; and
- H. Provide training in collaboration at a frequency determined in consultation with MDH for SE providers on the use and navigation of the Ticket-to-Work workflow.

#### 2.3.11.6 Data Link

BHA, DPSCS, local detention centers, and LBHAs developed and implemented a data sharing initiative to promote continuity of care for individuals with serious mental illness who are detained in detention centers or state correctional facilities. The ASO receives data feeds daily from DPSCS of all individuals that have been detained and processed at local detention centers in the past 24 hour period; have been incarcerated in one of the State correctional facilities; or have been remanded to MDH of Parole and Probation.

Data is compared against Medicaid eligibility data, utilizing agreed points to identify a detainee as a match. Once a match is identified, the ASO looks for mental health authorizations and paid Medicaid pharmacy claims within the calendar year. Information is uploaded in the DPSCS Electronic Health System and local detention center medical files where it can be viewed by authorized medical staff to address medical and mental health needs. Data is shared with the local LBHA to assist with coordinating care for the individual while detained and upon release.

The Contractor shall:

- A. Have the capacity to accept data forwarded from the DPSCS on a daily basis, including information about all individuals arrested, booked, detained, incarcerated, or released to the community in the previous 24 hours throughout the State.
- B. Upon receipt of the daily electronic transmission, identify participants on the DPSCS file with a matching PBHS current or historical record and, for the identified individuals, send PBHS authorization information and MA pharmacy information to local detention centers, LBHAs, and DPSCS.
- C. Update DataLink dashboard and provide data reports to BHA at minimum quarterly, including data matches by jurisdiction and/or DPSCS facility; data regarding repeat offenders, including demographic and clinical profiles, provider name, and provider type, services most recently received, and numbers of arrest.
- D. Provide technical assistance to jurisdictions with establishing DataLink, including setting up process for local detention centers, LBHAs, or DPSCS facilities to receive daily data. Provide technical support to jurisdictions with resolving data transmission problems by phone or onsite. Follow-up with jurisdictions within 1-3 business days as problems arise.
- E. Retain arrest data to conduct data analyses for submission of reports to DPSCS, BHA, and the MDH Institutional Review Board (IRB). Data will be maintained in compliance with HIPAA and all federal and state confidentiality laws.
- F. Participate in quarterly DataLink subcommittee meetings and provide updates on the project.

#### 2.3.11.7 Emergency Psychiatric Care for Adults (Institutes for Mental Disease (IMD))

This project has limited funding and specific coverage requirements. The service is managed by the Contractor for approved providers for inpatient treatment of psychiatric emergencies,



provided to uninsured and Medicaid enrollees aged 21 to 64 who have an acute need for treatment. System design for this project needs to include capacity to isolate State only funding.

Deliverables -The Contractor shall:

1. Be thoroughly familiar with this project.
2. Review and authorize individual services based upon medical necessity criteria.
3. Provide reports to BHA on services provided and expenditures, admissions, discharges, average length of stay, re-hospitalization, avoidable somatic complications, referral sources, and discharge planning, with categories including individual demographics such as race/ethnicity, gender and jurisdiction.
4. Track data monthly on expenditures, comparing authorized services against claims paid, and service utilization.

#### 2.3.11.8 Medicaid 1915(i) SPA for Children, Youth, and Families

In 2014, CMS approved Maryland's 1915(i) waiver for Intensive Services for Children, Youths, and their Families. This program was developed out of an interest in continuing the types of services that were covered under the 1915(c) waiver which was discontinued in 2014. The 1915(i) SPA builds upon the Targeted Case Management SPA. These programs are heavily intertwined. In addition to the full range of Medicaid somatic and behavioral health services available to all Medicaid eligible individuals, the participants in the 1915(i) SPA have access to a number of specialized services not otherwise available to Medicaid participants. These specialized services are described in the 1915(i) SPA and targeted case management SPA and include the following:

- a. Care Coordination;
- b. Intensive In-Home Services;
- c. Mobile Crisis Response Services;
- d. Community-Based Respite Care;
- e. Out-of-Home Respite Care;
- f. Peer-to-Peer Support;
- g. Expressive and Experiential Behavioral Services;
- h. Behavioral Health Consultation to Health Care Professionals; and
- i. Customized Goods & Services.

MDH is in the process of pursuing amendments to the 1915(i) during the renewal application process in Spring 2019 in order to streamline program requirements and increase access to these services. The continuation of this program and any proposed amendments are subject to approval by CMS. Upon approval some aspects of the deliverables related to the 1915(i) may be amended by MDH.

- A. The BHA is the administering agency for the 1915(i) SPA under the delegated authority of Medicaid, which retains ultimate responsibility for the SPA. The Contractor shall coordinate with both BHA and Medicaid on all aspects of this program.
- B. Deliverables Related to the 1915(i): The Contractor shall:
  1. Be thoroughly familiar with the policies and procedures set forth in the approved SPA, the COMAR regulations that govern it, and any subsequent amendments or modifications that affect its operation, including the Quality Assurance Plan;
  2. Designate one staff member to be the liaison with responsibility for oversight and problem resolution for all tasks, issues, and workflow problems associated with the



SPA and coordinate with MDH for meetings and other activities involving operation of the SPA, including provider and public education, recruiting, and providing technical assistance to LBHAs, Care Coordination Organizations (CCO), and 1915(i) providers. (See Section 3.10 Experience and Personnel);

3. Register providers of the specialized SPA services listed above according to MDH's provider types to enable their ability to request authorization, submit claims, and receive reimbursement;
4. In partnership with State and local authorities, conduct provider recruitment and management activities to assure adequate availability and accessibility of the specialized SPA services across the entire State;
5. Maintain up-to-date credentialing of specialized SPA service providers, with special emphasis on more non-traditional or unlicensed provider type; (e.g. expressive and experiential behavioral services, peer to peer services, care coordination, intensive in-home services) to assure that providers continuously meet the qualifications, certifications, and other standards for participation set forth in the SPA;
6. As previously referenced in Section 2.3.4 (Registration, Authorization, and Utilization Management), jointly determine with the LBHAs, medical eligibility for admission using the Needs Based Eligibility criteria described in the approved SPA and regulations that govern it;
7. Review and authorize requests for specialized SPA services using medical necessity criteria developed by MDH;
8. Assure that the Plans of Care for each individual SPA recipient reflect all behavioral health services authorized, not just specialized SPA services listed above, and develop a mechanism to assure that individual participants are actively engaged in mental health treatment with a licensed mental health professional as required for a condition of enrollment in the SPA;
9. As previously referenced in Section 2.3.4 (Registration, Authorization, and Utilization Management), conduct on site compliance audits of the specialized SPA providers consistent with the requirements of CMS and the policies of MDH;
10. Audit, as necessary, every specialized provider consistent with CMS policy on other home and community-based waivers;
11. Provide MDH with detailed analyses of individuals who discontinue 1915(i) services including the reason for discontinuing service and other services received with 6 months of 1915(i) services, specifically noting any children who enter RTCs;
12. Collaborate with MDH in providing follow up for individuals who discontinue 1915(i) services but continue to demonstrate a need for intensive services;
13. Process all claims for SPA services consistent with policies set forth for all Medicaid claims elsewhere in this RFP; and
14. Participate in the discovery, implementation, and corrective action processes of the SPA Quality Assurance Plan when appropriate, including annual outcomes data

aggregation and development of reports and implementation of the Reportable Events Policy of MDH.

#### 2.3.11.9 Health Home

In 2014, CMS approved Maryland's SPA to initiate a Chronic Health Home, as established under Section 2703 of the Affordable Care Act. The focus of the health home initiative is reducing avoidable hospitalizations and ER visits, while simultaneously improving somatic and behavioral health outcomes. The program targets three populations with serious chronic health needs, including individuals with serious and persistent medical illness (SPMI), children with serious emotional disturbance (SED), and individuals diagnosed with an opioid substance use disorder and at risk for an additional chronic condition. Currently, the provider types eligible to participate in Maryland Chronic Health Homes include psychiatric rehabilitation programs, mobile treatment providers, and opioid treatment programs. The Health Homes are paid a monthly flat fee per person that receives the monthly minimum of two (2) health home services. All Health Home participants have access to all services that are a part of the regular public behavioral health system, as well as the somatic health system.

Currently Health Home claims are billed directly to Medicaid fee for service. Additionally, providers utilize the eMedicaid Health Home system to track intakes, monthly services provided and required outcomes measures see:

[https://health.maryland.gov/bhd/Documents/HH%20eMedicaid%20Instructions%20\(Updated%202.21.14\)%20\(2\).pdf](https://health.maryland.gov/bhd/Documents/HH%20eMedicaid%20Instructions%20(Updated%202.21.14)%20(2).pdf). Beginning with the initiation of this Contract, Health Home services will be billed through the Contractor. Additionally, the Contractor will need to provide a system to track monthly health home services required for reimbursement and required outcome measures and provide oversight of provider compliance.

- A. The Health Home Program is administered by Medicaid. All deliverables are required as part of the ongoing implementation and management of this initiative.
- B. Deliverables Related to This Initiative -The Contractor shall:
  - 1. Be thoroughly familiar with the Health Home SPA, its amendments, and the regulations which sets forth processes for delivering and obtaining related services;
  - 2. Staff this project as listed in 3.10.
  - 3. In partnership with State and local authorities, conduct provider recruitment and management activities to assure adequate availability and accessibility of the Health Home services across the entire State;
  - 4. Develop a database similar to the referenced eMedicaid database (that is user-friendly with portal access for providers to enter information using specifications to be designed during implementation and will: 1) track monthly health home services; 2) track and report outcome measures; and 3) has available access to MDH staff;
  - 5. Review claims data to identify potentially-eligible participants who could benefit from Health Home services, including individuals with a qualifying diagnosis who experience frequent emergency department usage, hospitalization, or increases in level of care;
  - 6. Assist MDH in the identification, outreach, and referral of potential participants among those receiving services;

7. Upon obtaining participant consent, refer individuals to a Health Home near their residence, at which point the Health Home may outreach to the participant directly;
8. Denote providers approved by MDH as Health Home providers in their system according to MDH's provider types to enable their ability to submit claims and receive reimbursement;
9. Process all claims for SPA services consistent with policies set forth for all Medicaid claims elsewhere in this RFP and dependent on participant eligibility and documentation of at least the minimum number of health home services per month;
  - a. Conduct oversight activities, which include chart and care management record review, site audits, and team composition analysis to include at least ten desk audits and five site audits per year;
  - b. Collect and evaluate data regarding emergency department utilization and hospital admissions among Health Home participants to determine the effectiveness of the program in reducing avoidable hospital usage; and
  - c. Develop and implement provider training and education opportunities for Health Home providers, such as webinars, regional meetings, and/or training sessions to foster shared learning, information sharing, problem solving, and data analysis.

#### 2.3.11.10 Maryland RecoveryNet

- A. The Contractor shall become thoroughly familiar with Maryland RecoveryNet (MDRN), specifically as it relates to authorizing services, processing claims, and reporting on the number of individuals served, services rendered, and the amount paid per provider per individual. The Contractor is required to maintain current rate information, configure the system to limit payments to not exceed maximum benefit per individual, and provide monthly fiscal reports to BHA.
- B. Collaborate with BHAs MDRN Regional Coordinators regarding authorization and maintain an up-to-date list of approved MDRN providers.
- C. Respond to problem resolution requests from providers within 48 hours. This includes outreach to MDRN providers and updating BHA on the resolution.
- D. Participate in MDRN forums, quarterly meetings, and trainings as requested by BHA via telephone, webinar, or at on-site locations.

#### 2.3.11.11 Pre-Admission Screening and Resident Review (PASRR)

The PASRR process ensures that individuals with mental illness, intellectual disabilities, or related conditions are not inappropriately placed in nursing facilities. A preadmission screening (Level I screen) for mental illness or intellectual disability is typically completed by a hospital or nursing facility. If an individual is identified as having a mental illness, a Level II evaluation is completed by the Adult Evaluation and Review Services (AERS), and a recommendation is provided. The State Mental Health Authority is responsible for reviewing the Level I screen and Level II recommendation and determining if admission to a nursing facility is appropriate regardless of payer source for the nursing facility placement. In Calendar Year 2017, the State Mental Health Authority reviewed 221 PASRR requests. For more information on the PASRR, consult the Federal PASRR (42 CFR 483.100-138).

The Contractor shall:

- A. Follow the requirements of 42 CFR Part 483 and MDH's policy, review PASRR requests, including Level I screens and Level II recommendations, and complete the State Mental Health Authority's PASRR determination within 3 business days of a completed request.
- B. Communicate the determination to AERS and the requesting facility.
- C. Employ staff to perform this function who are licensed health care professionals under Maryland law with documented professional experience within behavioral health, somatic health, or long-term care settings and who possess the following requisite knowledge, skills, and abilities:
  - 1. Demonstrated proficiency in the identification and recognition of complex symptoms and the differential diagnoses of behavioral health disorders, somatic illnesses, organic disorders, and dementia;
  - 2. Demonstrated ability to assess and evaluate the relative impact and interrelationship of comorbid somatic and behavioral health conditions on the individual's ability to function within community-based or long-term care settings and to engage in chronic disease self-management; and
  - 3. Ability to interpret and apply federal regulatory requirements regarding the PASRR process.
- D. Recommend and authorize specialized behavioral health services to be provided in an approved setting.
  - 1. Maintain a secure site searchable by individual and review date that can be accessed remotely by appropriately privileged BHA staff and designees for the storage, retrieval, and retention of PASRR review determinations and clinical records.
  - 2. Provide annual report of PASRR results and trends.
  - 3. Provide quarterly claims reports of behavioral health services paid in nursing facility place of service by provider and service type
  - 4. Represent MDH in hearings arising from PASSR denials.

#### 2.3.11.12 Problem Gambling (Non-Medicaid only)

BHA provides comprehensive therapeutic problem gambling treatment services that include assessment, outpatient, intensive outpatient, and residential treatment services for those individuals and significant others in need of problem gambling services. These services will be provided by eligible substance use disorder and mental health treatment providers. Services not reimbursed by Medicaid will be reimbursed with State Problem Gambling Special Funds and requires the ability to isolate state only funding. This reimbursement structure eliminates financial barriers for those individuals and their family members in need of these specific services.

- A. BHA is the administering agency for problem gambling services. All deliverables are required of the Contractor as part of the ongoing implementation and management of this program;
- B. The Contractor will ensure that the gambling service request process is integrated into the Contractor's authorization system;

- C. The Contractor's system must be flexible to expand for additional changes in the data collected and to include other services and/or provider types;
- D. The Contractor shall reimburse claims for problem gambling ambulatory and residential services to eligible substance use related disorder programs, mental health programs, and private practitioners using State funds.
- E. The Contractor is responsible for training providers on the individual eligibility registration process, service authorization, and claims adjudication processes;
- F. The Contractor is responsible for authorizing problem gambling services for approximately 200-400 individuals per year. Authorizations shall be based on the American Society of Addiction Medicine (ASAM) Criteria.
- G. The Contractor will include in their audit plan a proposed number of audits of providers delivering these specialty services.
- H. The contractor will collaborate with the BHA and the Maryland Center of Excellence on Problem Gambling, to incorporate and maintain evidence based information relevant to problem gambling assessment and treatment services in Provider Manuals and Provider Alerts.

#### 2.3.11.13 Daily Living Activities (DLA)-20

Maryland participated in the Balancing Incentive Program (BIP), a federal rebalancing initiative that provided the State with enhanced federal funding following the implementation of three federally required structural changes: a core standardized assessment, conflict free case management, and a no wrong door system for accessing long term services and supports. For Maryland's PBHS, the Daily Living Activities-20 (DLA-20) assessment instrument has been augmented with supplemental questions to address functional domains not otherwise subsumed within the instrument.

Collectively, the DLA-20 and supplemental questions form the basis of BHA's implementation of the core standardized assessment requirement of BIP. DLA-20 assessment data is collected for each adult receiving Assertive Community Treatment (ACT), Mobile Treatment, Psychiatric Rehabilitation Program (PRP), or Residential Rehabilitation Program (RRP) services within 30 days of intake, every 6 months thereafter, and at discharge.

Authorization for services is tied to entry of the DLA-20 assessment data into the Contractor's web-based authorization system. Data analysis and mechanisms for different levels of access to individual and aggregate data by several different constituencies (BHA, CSAs/LBHAs, and providers) is available through the DLA-20 DataMart and displays in a dashboard. Data will be summarized and displayed as determined by MDH.

The Contractor shall:

- A. Implement the existing web-based DLA-20 administration, including supplemental questions, that is integrated into the Contractor's authorization system for all providers and adult service recipients of ACT, Mobile Treatment, PRP, and RRP services:
  - 1. The first concurrent authorization at two months requires the DLA-20 and supplemental questions;
  - 2. All other concurrent authorizations after the first concurrent authorization require the DLA-20 and supplemental questions; and
  - 3. Discharge requires the DLA-20 and supplemental questions.

- B. Test the DLA-20 submission when systems updates occur to ensure the minimum logic meets submission requirements;
- C. Ensure that the DLA-20 workflow shall have the capacity to expand for additional changes in the items;
- D. Expand to include other services and/or provider types which may include additional assessment instruments for children and adolescents receiving certain services;
- E. Train providers on the system for capturing the DLA-20 data in accordance with the requirements of MDH;
- F. Migrate existing DLA-20 data to the Contractor system;
- G. Produce data and analyses on data collected as of the last assessment within a twelve-month period (FY, CY, and Rolling 12-months), as well as analyses of comparisons of individual changes in assessments over time;
- H. Provide BHA with documentation of definitions and code used to produce analyses;
- I. Evaluate the integrity of the DLA-20 data;
- J. Design, host, maintain, and refresh quarterly a secure web-based system to allow providers, core service agencies (CSAs), and LBHAs (and its designees) to access provider-level data, limit provider access to participants being served by that provider and CSA or LBHA access to data for participants whose jurisdiction of residence at the time of the analysis period is with the CSA/LBHA. BHA and its designees shall have access to all provider-level data;
- K. Provide MDH with access to all individual and provider-level data;
- L. Propose recommendations annually for further utilization and analysis of DLA-20 data either alone or in conjunction with other data within the PBHS, to improve care, coordination, and delivery of services and better utilize public funds;
- M. Produce each month a cumulative file, including all historical records, of DLA-20 and selected authorization information in a format acceptable to MDH;
- N. Create and update DLA-20 User Manual as changes are made to the system;
- O. Extract, transform, and load the DLA-20 data the month following end of the quarter for assessments meeting the minimum logic assessment established by MDH:
  - 1. Point in Time (PIT) analysis represents aggregated responses from clients' most recent DLA-20 interview within the level of analysis chosen; and
    - a. Change Over Time (COT) analysis represents aggregated comparisons of clients' most recent interviews to their initial interviews within the level of analysis chosen. For a member's set of two completed assessments to be COT eligible they must first meet the requirements of Episode of Care definition and then additionally meet the most recent rule of COT Eligible Episodes.
- P. Inform all stakeholders when the DLA-20 DataMart is refreshed with new data;
- Q. Upgrade the current DLA-20 DataMart to include the following analyses and ability to print analyses:
  - 1. At the State level, analysis for both the Point in Time and Change Over Time to be able to compare multiple selected jurisdictions;



2. At a County level, analysis for the Point In Time and Change Over Time to be able to compare multiple selected providers;
  3. At a Provider level, analysis for the Point In Time and Change Over Time to be able to compare multiple selected locations (including locations not in the same jurisdiction);
  4. At a CSA level, analysis for the Point In Time and Change Over Time to be able to compare multiple selected provider;
  5. At State level, be able to select multiple fiscal years and calendar years to compare years up to 5 years (i.e. Current fiscal year vs. Previous fiscal year);
  6. At County level, be able to select multiple fiscal years and calendar years to compare years up to 5 years (i.e. Current fiscal year vs. Previous fiscal year);
  7. At CSA Level, be able to select multiple fiscal years and calendar years to compare years up to 5 years (i.e. Current fiscal year vs. Previous fiscal year);
  8. At Provider Level, be able to select multiple fiscal years and calendar years to compare years up to 5 years (i.e. Current fiscal year vs. Previous fiscal year); and
  9. Ability to view discharge DLA-20 analysis at the State, County, CSA, and Provider levels of the DataMart;
- R. Have the ability to add PIT and COT analyses for additional types of care should other types of care require DLA-20 completion for authorization of services;
- S. Provide access to individuals requesting DLA-20 DataMart access through a User Authentication Process; and
- T. Provide access to training on how to access and navigate the DLA-20 DataMart.

#### 2.3.11.14 Brain Injury Waiver

The Medicaid Waiver for Individuals with Brain Injury (BI Waiver) (COMAR 10.09.46) requires the management of the support services for Marylanders with brain injury. This project is two-fold. The first requires that the Contractor will need to have a system for BI Waiver service authorization to be submitted by providers that have been approved by MDH; pay claims and develop reports on claims payment and utilization review. The second responsibility will include management of the services that are to be developed through the Brain Injury Trust Fund. See 3.10.2 for staffing.

#### 2.3.11.15 Release of Information (ROI) Process

MDH has engaged in a variety of strategies designed to improve the integration of behavioral health services in the State including implementing individual Release of Information (ROI) from participants accessing SUD services through the ASO to facilitate data sharing with the HealthChoice MCOs, and among providers delivering services to the individual receiving behavioral health treatment. To this end, the Contractor shall:

- A. In compliance with Federal Regulations 42CFR, Part 2, collect and store Release of Information for all participants accessing substance use disorder services within the Public Behavioral Health System;



- B. Design a system to capture ROIs from all Maryland PBHS providers delivering SUD treatment to a participant, prior to the provision of the services;
- C. Set their system to share information when the ROI is completed to release authorizations and claims data to the participant's MCO and coordinate the participant's care with any provider, primary care or other participating provider; and
- D. Revalidate signed ROI forms on a schedule compliant with the federal rules around release of information.

2.3.11.16 Projects in Planning Stages include in the Per Member Per Month (PMPM): For the projects listed here, the Contractor is expected to plan to invest resources to assist the Department in further developing projects which may include staffing to support the work involved to produce work plans and potentially implement some or all of these projects during the Contract term.

- A. Medicaid Reimbursement for Peer Support. MDH continues discussion about adding peer support as a part of the PBHS fee-for-service system and the ASO should be prepared to incorporate changes if funding becomes available. The ASO should also be prepared to offer suggestions on best and promising practices in this area.

MDH is interested in promoting promising practices through use of technology: The Contractor shall provide a plan describing how they will work with MDH in the identification and evaluation of proven and promising technological methodologies that would support the operation and success of a recovery oriented behavioral health system without compromising on patient privacy and information security. Potential technology applications may include, but not be limited to, email, text messaging, social media applications, specialized web portals such as chat rooms, and secure therapeutic networks. Activities to be supported by these technologies should include, but not be limited to, information dissemination, consumer and family help and support, appointment reminder, activity reminder and monitoring, medication reminder and monitoring, on-line personal health and advanced directive applications, and therapeutic telemedicine services. Use of technology must minimize redundancy of effort to capture necessary data.

- B. The Contractor shall also work with MDH in the process of facilitating and providing incentives for the utilization of electronic health records (EHR) by the provider community, including the electronic exchange of registration, authorization, and other required data streams. Data sharing between the providers' EHR and the contractor's authorization system must be user friendly and straightforward. Ensure timely availability of data entered as part of one process to all the relevant processes.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- C. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.4.3 Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not

possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.4.3 Minimum Deliverable Quality

#### 2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

#### 2.4.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated

final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### 2.4.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

**Deliverables Summary Table\***

Section	Deliverable	Acceptance Criteria	Frequency
2.3.2.3	<u>Increase Provider Participation with the PBHS</u> : Strategic Plan	Approval by MDH	Go Live Annual
2.3.2.4	<u>Training</u> : Web based, regional forums and maintain/update provider website	Approval by MDH	Go Live (website) Forums Quarterly
2.3.2.6	<u>Provider Manual</u> : Maintain Provider Manual	Approval by MDH	Go Live Real Time
2.3.5.1	<u>Call Center: Provider Option</u> : Fully operational with all staff trained with expertise on MH and SUD subject matter	Pre-Go-Live testing using scenarios approved by MDH	Go Live
2.3.3.1	<u>Call Center: Participant Option</u> : Fully operational with all staff trained with expertise on MH and SUD subject matter	Pre-Go-Live testing using scenarios approved by MDH	Go Live
2.3.3.2	<u>Participant Handbook</u> : Produce Participant Handbook	Approval by MDH	Go Live Real Time
2.3.3.4 C	<u>Coordination of Care</u> : Establish protocols to coordinate referrals and program directives with LBHAs and MCOs	Protocols and workflow established with MCO and LBHA	Go Live Real Time
2.3.3.4 D	<u>Coordination of Care</u> : MCO high utilizer collaboration and reports development	Protocols and workflow established with MCOs	Go Live Real Time
2.3.4.3.F	<u>Audits</u> : Develop Comprehensive Audit Plan	Approval by MDH	Go Live Annually
2.3.7.1.B	<u>Quality Assurance Plan</u> : Submit Quality Assurance Plan	Approval by MDH	Go Live Annually
2.3.7.2.A.1	<u>Evaluation</u> : Develop and administer consumer perception of care (CPOC)	Approval by MDH	Annually
2.3.7.2.B	<u>Provider Survey</u> : Develop and Administer	Approval by MDH	Annually
2.3.10.1.A.4	<u>System Requirements</u> : Provide Disaster Recovery Plan	Approval by MDH	One Time Updates as needed

<b>Section</b>	<b>Deliverable</b>	<b>Acceptance Criteria</b>	<b>Frequency</b>
2.3.10.1.A.10	<u>System Requirements:</u> Provide Information Security Plan	Approval by MDH	30 days after award of Contract
2.3.10.4.B	<u>Reports and Data Analytics:</u> Produce reports according to schedule in Exhibit 7	Approval by MDH	Exhibit 7 time frames

\*The deliverables summary table does not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

## **2.5 Optional Features or Services, Future Work**

### Optional Features or Services

The Offeror will, as part of its base proposal work with MDH to develop recommendations for any or all of the projects listed below. These projects are dependent on the State's budget. Each Offeror's Proposal must include the Offeror's experience in any market (not restricted to an ASO model) where they have instituted similar projects. Should the State decide to move forward with a recommendation to implement, then the Offeror shall work with the Department to develop a proposal for consideration and approval by the State.

Should the State approve any optional project, the Contractor will be allotted 6 months for submission of the work plan and associated project milestones followed by an additional 6 months before the Go-Live Date.

#### **2.5.1.1 Management of Provider Quality Incentives:**

The Offeror is requested to propose provider quality metrics and incentive measures for consideration by MDH. To assist the Offeror in proposing metrics, some measures are described below, but the Offeror may propose metrics based on experience in other markets. The Offeror shall also propose a methodology to measure each metric that the Offeror proposes and describe any experience applying the suggested metrics and methodology.

Final metrics and measurements, if any, will be determined by MDH. As part of the determination, the Department will risk-adjust the patient population for each provider. The provider quality incentives shall be implemented with providers no later than 3 months after receiving final approval by MDH.

- 1) Behavioral Health Inpatient Admission rates: quality measure to report on the number of behavioral health admissions while individual is receiving outpatient treatment.  
3.2.1. Goal: Decreased inpatient admission rate while in outpatient treatment.
- 2) Behavioral health related Emergency Department (ED) visits: quality measure to report on the number of behavioral health related ED visits while in outpatient treatment.  
3.2.1. Goal: Decreased ED visits while in outpatient treatment.
- 3) Behavioral health participants' employment rates: quality measure to report on the number of individuals competitively employed while in outpatient treatment.  
3.2.1. Goal: Increased employment rates for behavioral health participants.
- 4) Participant length of stay in RRP, Inpatient, RTC, and SUD residential: quality measure to report on the length of stay by these levels of care.

- 3.2.1. Goal: Decreased length of stay by levels of care.
- 5) Improved functioning in outpatient setting, as defined by SAMHSA, for outpatient behavioral health participants: quality measure to report on the functioning outcomes.
  - 3.2.1. Goal: Decreased length of stay for higher levels of care.
- 6) Decreased symptoms for outpatient behavioral health participants.
  - 3.2.1. Goal: Decreased symptoms. Offeror to propose measurement capture or assessment tools.
- 7) Arrest rates for individuals with behavioral health diagnoses.
  - 3.2.1. Goal: Decrease arrest rates. Offeror to propose intervention or methodology to support reduction in arrest rates.

**2.5.1.2 Flexible funds to support a target population to be determined by MDH.**

MDH may dedicate an amount of funding prior to the Go-Live Date to be used as part of a pilot project to address specialty needs of individuals who would otherwise transition to lower levels of care with improved health outcomes but for a specific barrier. The Contractor's Technical Proposal should include experience, if any, in efforts to reduce State and community hospitalizations and to increase movement from high end services into lower levels of care when appropriate, with a positive sustained outcome for at least one year post intervention. The likely targeted population includes those in residential or inpatient settings who could move to outpatient treatment but require additional social supports. The final project must be approved by MDH and will be a joint project between the Contractor and MDH.

**2.5.1.3 Crisis System Response.**

There are multiple public reports (both State and local) and budget initiatives to enhance the crisis response system in Maryland for individuals with behavioral health conditions. These efforts could include blending various funding streams, applying for Medicaid waivers, establishing best practice standards, bringing in additional peer support, avoiding overuse of EDs, and creating an "air traffic control" method of data collection to track individuals needing services, provider capacity and movement of clients through the service delivery system. The ASO should expect and plan to be a key partner in future efforts to enhance Maryland's behavioral health crisis system. If there is existing experience in this area, the Offeror should include that information.

**2.5.2 Future Work**

To support the state's goals of greater interoperability amongst state systems, the solution provided by the Offeror shall have the ability to communicate via Restful APIs. The Department is working on future integration with MD THINK, Maryland's shared health and human services platform. MD THINK integration will not be required for implementation of the Offeror's solution. However, as Maryland moves toward modularity the Contractor will be required to transition to Restful API's for exchange of interface data at no additional cost to the Department.

1. Data Governance Process - the proposed solution approach should include the data governance framework covering the below activities:
2. Data Quality - The proposed solution should comply with the state and federal data regulations/policies and other data requirements that effectively support the operations of

corresponding lines of business, with high quality of data, e.g. completeness, accuracy, consistency, timeliness and conformity, etc.

3. Data Integration - The proposed solution should provide features that support data integration and data exchange via (RESTful) APIs and third-party data integration solutions,
4. Data Security - The proposed solution should effectively protect the data, including PII and/or PHI data if applicable, in-transit and at-rest; and it should provide logging and auditing features that allow to reconstruct the sequence of events that occurred at the time of security breach with information such as who, when, where, what and how, etc.

## 2.6 Service Level Agreement (SLA)

### 2.6.1 Definitions

- A. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B, Financial Proposal Form**, invoiced during the month of the breach.

### 2.6.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Provide a monthly report to monitor and detail performance measurements.

### 2.6.3 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

### 2.6.4 Service Level Reporting

- A. Contractor performance will be monitored by MDH.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered with the monthly invoice to the Contract Monitor by the 15th of the following month.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

### 2.6.5 SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics below, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State.



Example: If the Monthly invoice were \$100,000 and one SLA were missed, with an applicable .5% credit, the credit to the monthly invoice would be \$500, and the State would pay a net Monthly Charge of \$99,500.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its service level obligations.

Beginning in Contract Year two, the five outcome based standards listed in the first chart in Section 2.6.7 below shall apply. The baseline data will be provided by the Department to the Offerors during the Question and Answer period after release of this RFP. Using the provided baseline data, beginning in Contract Year one, the Contractor shall submit quarterly reports detailing the measurement against the five standards for the duration of the Contract. During Contract Year one, the ASO will work with the State to fine tune the measurement subject to the State's final approval. It is expected that for each standard, the population will fall at or above the targets identified in the chart on an annualized basis.

If the Contractor fails to meet one or more of the standards on an annualized basis, the Contractor, in lieu of actual damages, will pay MDH as fixed, agreed, and liquidated damages the amount of .10% of the invoice amounts for the previous Contract Year. In this way, the credit amount is capped at 0.5% of the invoice amounts for the Contract Year. The credit amount shall be a deduction from the ensuing month's charges or the final invoice, as appropriate. The Offeror should respond using the format listed in the first chart in Section 2.6.7.

There are 12 additional service level credits as set forth in the second chart in Section 2.6.7. These amounts are cumulative for each missed service requirement in the second chart and with the amounts calculated from the first chart in Section 2.6.7.

#### **2.6.6 Root Cause Analysis**

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

#### **2.6.7 Service Level Measurements Table (System performance)**

The Contractor shall comply with the service level measurements in the following tables:

Chart 1 Outcome measures

No.	Outcome Based Standard	Measurement	Experience with this measure	Credit
1	Follow-up Appointment After Behavioral Health Hospitalization, including inpatient psychiatric hospitals and SUD IMD admissions.	<p>This measure will be performed with the ASO's mental health and SUD data and reported quarterly. Two items will be measured: follow-up appointment kept after hospitalization within 7 and 30 days.</p> <p>SUD residential shall be reported separately.</p> <p><b>Goal:</b> To decrease the length of time between hospital discharge and the first outpatient appointment.</p>		.10% of the invoice amounts for the previous Contract Year.



No.	Outcome Based Standard	Measurement	Experience with this measure	Credit
2	Mental Health Readmission Rate.	<p>This measure will be performed with the ASO's mental health data and reported quarterly. This will include all Maryland inpatient providers.</p> <p><b>Goal:</b> To reduce mental health readmission rates.</p>		.10% of the invoice amounts for the previous Contract Year.
3	Engagement of Individuals Newly Diagnosed with Substance Use Disorders or Mental Health Disorders.	<p>This measure will be performed with the ASO's behavioral health data and reported quarterly.</p> <p>This measure will be performed for individuals with a new diagnosis of: Schizophrenia (First Episode Psychosis); Major Depressive Disorder; Opioid Use Disorder; or Alcohol Use Disorder.</p> <p><b>Goal:</b> To positively impact engagement with SUD and MH services for those individuals newly diagnosed with an SUD or MH disorder. Early intervention, regardless of age, for individuals to assist them with leading healthy and productive lives.</p>		.10% of the invoice amounts for the previous Contract Year.
4	<p>Consumers Newly Diagnosed with Schizophrenia and Antipsychotic Medication Adherence.</p> <p>*Newly is defined as no claim with a</p>	<p>This quality measure will report on the consumers that have a new diagnosis of schizophrenia and who are prescribed antipsychotic medication(s).</p> <p><b>Goal:</b> To positively impact medication adherence.</p>		.10% of the invoice amounts for the previous Contract Year.

No.	Outcome Based Standard	Measurement	Experience with this measure	Credit
	diagnosis of schizophrenia for at least 6 months.			
5	Adherence of Antidepressant Medication Use for Consumers Diagnosed with Major Depression from Inpatient Hospitalization.	<p>This quality measure will report on consumers diagnosed with Major Depression, and adherence to prescribed antidepressant medication(s).</p> <p><b>Goal:</b> To positively impact medication adherence.</p>		.10% of the invoice amounts for the previous contract Year.

Chart 2 System measures

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	2.3.4.1.J	<p>Operate a toll free call center that providers and participants can access 8am to 6pm.</p> <p>Calls answered live within 3 rings and 15 seconds.</p> <p>Answering machines, recorded messages and busy signals not permitted.</p> <p>Call pick up system shall have less than 3% abandonment rate and hold time less than 2 minutes.</p>	95%	0.5% of monthly invoice
2	Inpatient authorization requests 2.3.4.1.K	The Contractor shall process inpatient authorization requests 24 hours per day, 7 days per week in a manner acceptable to the Department.	100%	0.5% of monthly invoice
3	Non-Medicaid Application processing 2.3.2.1.B	For Non-Medicaid providers, process the registration application of any BHA licensed, certified, or approved provider, <u>within twenty (20) calendar days</u> of receipt of the completed registration application; validate that the provider meets the appropriate qualifications and assurances for the type of service applied for prior to authorizing services.	100%	0.5% of monthly invoice

<b>No.</b>	<b>Service Requirement</b>	<b>Measurement</b>	<b>Service Level Agreement</b>	<b>SLA Credit</b>
4	Grievances/ appeals 2.3.5.2	Maintain sufficient staff trained to investigate all grievances within the following time frames: Urgent, clinical issues: within 24 hours of receipt or by the close of the next business day; Non-urgent clinical issues: within 5 days of receipt; Non-clinical issues: within 30 days of receipt.	99.5%	0.5% of monthly invoice
5	Staffing 3.10	The Contractor shall maintain staffing levels of the proposed staffing plan set forth in the proposal. Key positions must be filled with priority. If the Contract necessitates reduced staff levels, the Contractor may request a modified staffing plan for Departmental approval.	90%	0.5% of monthly invoice
6	Claims 2.3.9.N.18	Process 100 percent of clean electronic claims within 14 calendar days of receipt.	100%	0.5% of monthly invoice
7	Claims 2.3.9.N.16	Within five working days of receipt of an electronic claim lacking sufficient information to process, return the claim to the provider that submitted it with an explanation of the reason that the claim was returned; and	100%	0.125% of monthly invoice
8	Claims 2.3.9.N.17	Receive and utilize the eligibility decision date in the adjudication of claims for retroactively- eligible participants so that a claim meets the timely filing limits if the claim is submitted within 12 months of the decision date or notice of eligibility.	100%	0.125% of monthly invoice
9	Claims 2.3.9.N.23	Electronically submit paid claims to MMIS within seven working days of the date the claim was paid by the Contractor.	100%	0.125% of monthly invoice
10	Claims 2.3.9.N.26	Provide all safeguards to prohibit unnecessary and inappropriate submission of duplicate claims, e.g., each submission instantaneously becomes part of a participant's payment history;	100%	.125% of monthly invoice
11	Claims 2.3.9.N.26	Electronically retrieve and process weekly payment advice file from Department and report any differences within 5 business days from the time the 835 file is made available. The ASO is responsible for missed FFP match in addition to penalties.	100%	0.5% of monthly invoice

<b>No.</b>	<b>Service Requirement</b>	<b>Measurement</b>	<b>Service Level Agreement</b>	<b>SLA Credit</b>
12	2.3.8.1 and 2.3.10.5.C	Receives and incorporates data daily from the MMIS that includes, but is not limited to, MA eligibility files, electronic FFS billing files, claims files. Receives provider file weekly.	100%	0.5% of monthly invoice

### 3 Contract Initiation Requirements

#### 3.1 Contract Initiation Requirements

The Contractor shall:

- A. Work cooperatively with MDH and the previous contractor at the beginning of this Contract to ensure an efficient and timely transition of responsibilities with minimal disruption of service to participants and providers.
- B. Schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule for weekly review, describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's management.
- C. Review with MDH all functional specifications before system implementation, including, but not limited to authorizations, DORS, Ticket to Work, all other data capture data reporting, rates according to MDH service matrix, and claims payment;
- D. Prior to the implementation of the Contract, develop a streamlined credentialing process to facilitate enrollment for providers rendering services to all PBHS participants;
- E. During the pre-transition phase receive from MDH, using Connect: Direct (see Exhibit 9), a Department-approved provider network file that contains all behavioral health providers enrolled with MDH;
- F. During the pre-transition phase receive eligibility data from Medicaid and uninsured eligibility information from the prior ASO;
- G. Provide a description of its process to implement the new Contract that assures participants will continue to receive services uninterrupted and providers will be paid according to the current payment schedule, including transition procedures with the existing contractor and MDH for the exchange of authorization and claims payment information, eligibility files, data, ad hoc reports, audit reports, and federal fund collections;
- H. Manage and continue the existing open authorizations (including inpatient) from the previous contractor until the authorization period is exhausted, and perform concurrent reviews as needed;
- I. Perform full testing and obtain approval from MDH of the authorization system prior to "Go-Live";
- J. Develop a detailed timetable that includes enhanced staffing during start-up phase, system changes to reflect Maryland's requirements for provider enrollment, authorization of services, data, and identification of required information and decisions needed from the State, to successfully transition and start up the new contract;
- K. After MDH approval, at least 60 days prior to start up, communicate to service providers detailing Contractor's system requirement for authorization and claims payment;
- L. Establish training programs, both on-site and web-based, for providers to learn new system requirements;
- M. In its start up plan, identify the national and local personnel who will direct and implement the contract with a timeline identifying the amount and length of time devoted to this contract;
- N. Manage and resolve any outstanding claims payment, audits, FFP collections, and appeals managed by the previous contractor; and

- O. Receive current and historical data that includes authorization, claims, case management records, eligibility, FFP, and pharmacy data in a format specified by MDH.

### **3.2 End of Contract Transition**

- 3.2.1** The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 6 months prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
  - A. Provide additional services and support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Contract at the required level of proficiency;
  - C. Provide updated System Documentation, as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.2.2** The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3** The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4** The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
  - A. The Contractor shall provide a draft Transition-Out Plan at least 6 months in advance of Contract end date.
  - B. The Transition-Out Plan shall address at a minimum the following areas:
    - 1) The Contractor's tasks, subtasks, and schedule for all transition activities;
    - 2) An organization chart and staffing matrix of the Contractors staff (titles, phone, fax) responsible for transition activities;
    - 3) Any staffing concerns/issues related to the closeout of the Contract;
    - 4) Communications and reporting process between the Contractor, MDH and the Contract Monitor;
    - 5) Security and system access review and closeout;
    - 6) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to MDH or a designee;
    - 7) Any final training/orientation of Department staff;
    - 8) Connectivity services provided, activities and approximate timelines required for Transition-Out;
    - 9) Knowledge transfer, to include:
      - a. A working knowledge of the current system environments as well as the general business practices of MDH;
      - b. Review with MDH the procedures and practices that support the business process and current system environments;

- c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
  - d. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract; and
  - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 10) Plans to complete tasks and any unfinished work items (including open change requests, known bug/issues, and in process program implementations); and
- 11) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- E. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- F. The Contractor shall work closely and cooperatively with MDH and the new contractor to ensure uninterrupted and efficient services to participants, providers, and MDH during the transition period.
- G. The Contractor shall provide to MDH all current authorizations, current claims payment or MCO encounter data, FFP status reports, current case management records, summaries of active audits and appeals, current eligibility files, and current and historical data files.
- H. The Contractor shall provide a crosswalk to translate any vendor specific codes, including, but not limited to, rates, provider identification and type, service categories.
- I. The Contractor shall provide written technical descriptions for the methodology used to develop reports, the field, as well as the programming codes used in the reports.
- J. The Contractor shall make descriptions and definitions available in terms that are easily understood and in user friendly formats.
- K. The Contractor shall provide copies of any current daily and weekly back-ups to MDH or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- L. The Contractor shall provide access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in Section 3.2.5.
- M. The Contractor shall be available beyond the termination of this contract for the defense of any services performed as part of this RFP including providing documents and witnesses.
- N. The Contractor shall provide data extracts of historical and current data to the new Contractor that includes authorizations, claims, provider, participant eligibility, FFP, pharmacy data, case management records in formats required by MDH.

### **3.2.5 Return and Maintenance of State Data**

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days ("the retention period") from the date of termination or expiration of the Contract term; (c) after the



retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by the Contractor with respect to the services.

### **3.3 Invoicing**

#### **3.3.1 General**

- A. The Contractor shall email an original of each invoice and signed authorization to the Contract Monitor at [Rebecca.frechard@maryland.gov](mailto:Rebecca.frechard@maryland.gov) and [mdh.mabehavioralhealth@maryland.gov](mailto:mdh.mabehavioralhealth@maryland.gov)
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - 1) Contractor name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) State assigned Contract number;
  - 8) State assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. MDH reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide MDH with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of MDH, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **3.3.2 Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by MDH.
- B. For items of work for which there is annual pricing, see **Attachment B**– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

### **3.3.3 Deliverable Invoicing**

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment.
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in Section 2.4.

### **3.3.4 For the purposes of the Contract an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### **3.3.5 Travel Reimbursement**

Travel will not be reimbursed under this RFP.

## **3.4 Liquidated Damages**

### **3.4.1 MBE Liquidated Damages**

MBE liquidated damages are identified in Attachment M.

### 3.4.2 Liquidated Damages other than MBE

#### A. Implementation:

If the Contractor does not meet the Go-Live date, the Contractor shall, in lieu of actual damages, pay MDH as fixed, agreed, and liquidated damages in the amount of \$25,000 per calendar day from the Go-Live date until the Contractor becomes operational to the point of service where 837/835 files, eligibility files, and provider files are accepted for operations and claims payment, priority reports, bank and financial reports are available. The liquidated damages assessed under this paragraph (a) shall be credited against the current monthly charges.

#### B. Downtime:

If the system goes down for any amount of time, the Contractor shall, in lieu of actual damages, pay MDH as fixed, agreed, and liquidated damages in the amount of \$1,000 per downtime occurrence, up to a daily maximum of four occurrences and \$4,000. Any single occurrence that exceeds four hours will be assessed the daily maximum. The liquidated damages for downtime occurrences shall be credited against the current month's charges. In addition, if the system falls below 99.50% availability, the following liquidated damages will occur:

1. Beginning on the Go-Live date, and with respect solely to Technical Solution components in Contractors direct control, availability of the Technical Solution each month will be 99.50% ("Availability") where, for purposes of this Contract:

"Availability" means an end user is able to access the operating-system and Contractor-supported application layers of the Technical Solution via Contractor-managed web servers, web/application servers, and/or database servers in accordance with the Technical Solution. In addition, Remittance Advice (RA) files shall be available to the end user. The most current RA file shall be available by 6:00 a.m. each Monday morning via the Contractor-managed web servers, web/application servers, and/or database servers. Availability is calculated per month by formula:

$$x = \frac{(n - y) * 100}{n}$$

x = Availability percentage

n = total hours per calendar month

y = hours the Technical Solution was not available solely because of an act or omission by Contractor.

#### a. The calculation of "y" excludes lack of Availability:

- i. Caused by ISDN-connectivity testing that Contractor periodically conducts;
- ii. Caused by the application and testing of corrective releases, workarounds, or customizations initiated by MDH;
- iii. Caused by improperly formatted or configured RA files and/or invalid data in the RA files;
- iv. Caused by hardware failures on either or both of the MDH-provided routers; and
- v. During Contractor Maintenance Windows, which are defined as the period on Sundays between 2:00 a.m. and 8:00 a.m., EST. The Contractor shall get prior written approval, such approval not to be unreasonably withheld, from MDH should any downtime be required during the Scheduled Maintenance window.

- b. “Technical Solution components in Contractor’s direct control” is limited to:
- i. Contractor-provided database and application server software applications;
  - ii. Contractor-provided hardware;
  - iii. MDH-provided hardware that is supported by Contractor;
  - iv. Connectivity between the Contractor network and the ISP circuit termination point on router at Contractor; and
  - v. Connectivity between the Contractor network and State’s Local Exchange Carrier (LEC), but not connectivity between router on MDH premises and the LEC.
- c. If Contractor fails to meet the Availability specified in subsections (1) – (3), above, MDH’s remedy will be a credit issued against the ensuing month’s Service Fee in accordance with the following percentages:

AVAILABILITY	CREDIT
<99.50 to 95.00%	5%
<95.00 to 90.00%	10%
<90.00%	15%

The Credit shall not be less than the Prorated Amount computed as:

$$x = (r / n) * y$$

x = Prorated Amount

r = monthly rate

n = total hours per calendar month

y = hours the technical solution was not available as detailed above

C. Liquidated Damages For Failure to Deliver RCA or CAP.

1. Root Cause Analysis (RCA) may be requested when there is an issue with any deliverable, report or data analytics and the Contractor’s performance falls below the requirements of the Contract. If requested, a RCA must include the following:
  - i. Problem description;
  - ii. Chronology of events with start and end times;
  - iii. Findings and root cause description;
  - iv. Corrective actions;
  - v. Corrective action implementation dates; and
  - vi. A chart to include the following:

Enhancement/Defect to be corrected	Level of Urgency	# days to complete	Liquidated damage assessment	Estimated Cost per day
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- a. Corrective Action Plan (CAP): MDH may issue a request for a Corrective Action Plan (CAP) to address Contractor performance issues. The Contractor shall deliver the CAP to the Contract Monitor within 3 business days of the request from MDH. The Contractor shall include the following in the CAP:

- vii. Background information;
- viii. Problem definition statement;
- ix. Findings and root cause description;
- x. Corrective actions;
- xi. Corrective action implementation dates; and
- xii. Include a chart describing:

Enhancement/Defect to be corrected	Level of Urgency	# days to complete	Liquidated damage assessment	Estimated Cost per day
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For any of the above listed performance measures, or for any unanticipated occurrence where the Contractor fails to deliver on the expected outcome (implementation, system update or change, system failure not otherwise covered) MDH may request an RCA or a CAP. If the Contractor fails to deliver an RCA within 3 business days of the start of the occurrence, the Contractor shall, in lieu of actual damages, pay MDH as fixed, agreed and liquidated damages the amount of \$500 per calendar day until the RCA is delivered. An RCA may or may not lead to a CAP.

Once a CAP is requested from MDH, if the Contractor fails to deliver a CAP within 5 business days of the request, the Contractor shall, in lieu of actual damages, pay MDH as fixed, agreed and liquidated damages the sum of \$500 per calendar day until the CAP is delivered. The liquidated damages under this paragraph shall be credited against the current month's charges. For every additional CAP needed to remedy the original problem, an additional credit of .5% of the monthly charges will be assessed.

**Note:** The liquidated damages provided for in this section are cumulative. Additionally, the liquidated damages are in addition to and not in substitution for MDH other rights under the Contract, including the right to terminate the Contract.

### 3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

#### 3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.

- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
  - 1) The Contractor shall furnish a DR site.
  - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the MDH to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### **3.5.2 Data Export/Import**

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1) perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### **3.5.3 Data Ownership and Access**

- A. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder, or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

**3.5.4** Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

### **3.6 Insurance Requirements**

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

**3.6.1** The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Maryland Department of Health should be added as a “loss payee.”
- D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
- E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

**3.6.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

**3.6.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.



- 3.6.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6 Subcontractor Insurance**
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

### **3.7 Security Requirements**

The following requirements are applicable to the Contract:

#### **3.7.1 Employee Identification**

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

#### **3.7.2 Security Clearance / Criminal Background Check**

- A. A criminal background check for each Contractor Personnel shall be completed prior to each Contractor Personnel's hire. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- B. The Contractor shall provide certification to MDH that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor

Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

- E. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

### **3.7.3 On-Site Security Requirement(s)**

- A. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the MDH may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the MDH.
- B. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

### **3.7.4 Information Technology**

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:  
[www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### **3.7.5 Data Protection and Controls**

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and

non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.

- 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor's system configuration files.
- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. MDH shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default "deny all" and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. MDH shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. MDH shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 19) The Contractor must implement necessary IDPS coverage for encrypted traffic entering its network.

- 20) The Contractor is required to encrypt all files and database objects containing members' personal health information, and mask or truncate social security numbers applicable to Maryland members from online users that do not need to see the full number.
  - 21) The Contractor must identify and restrict all unnecessary default user account file modification access within the web server for the portal
- C. The vendor must maintain Certification and Accreditation (C&A) of the system in accordance with NIST Special Publication 800-37" Guide for the Security Certification and Accreditation of Information Systems. This implies that the vendor must have the Authority to Operate (ATO) for the system which involves the following tasks:
- 1) Develop and update the System Security Plan (SSP) annually
  - 2) Develop and update System Contingency Plan (CP) annually
  - 3) Perform annual CP Test
  - 4) Develop and update Business Impact Assessment (BIA) annually
  - 5) Perform annual Risk Assessment of the system
  - 6) Develop annual Security Assessment and Evaluation Report
  - 7) Develop and update Privacy Impact Assessment annually
  - 8) Perform monthly security scans of the system
  - 9) Develop Plan of Action and Milestones (POA&M) to remediation vulnerabilities
  - 10) Perform annual security assessments of critical security controls of the system
- D. The system shall be classified as Moderate and NIST 800-53 rev 4 (Security and Privacy Controls for Information Systems and Organizations) controls and related families needs to be tested and documented to be compliant with the Center for Medicare and Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges (MARS-E), version 2.0.

### **3.7.6 Security Logs and Reports Access**

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

### **3.7.7 Security Plan**

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

### 3.7.8 Security Incident Response

- A. The Contractor shall notify MDH in accordance with **Section 3.7.8A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
- 1) notify MDH within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
  - 2) notify MDH within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to MDH within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### 3.7.9 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;



- 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.
- 3.7.10** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.7.11** Provisions in **Sections 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.9** (or the substance thereof) in all subcontracts.

### **3.8 Problem Escalation Procedure**

- 3.8.1** The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2** The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.8.3** The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
  - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
  - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
  - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.



- 3.8.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### 3.9 SOC 2 Type 2 Audit Report

- 3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: **Availability, Processing Integrity, and Confidentiality, as defined in the aforementioned Guidance.**
- 3.9.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or MDH's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by MDH, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
  - B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust principles identified in 3.9.1: as defined in the aforementioned Guidance.
  - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
  - D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to MDH under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.

- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to MDH.
- F. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- G. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to MDH under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, MDH will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, MDH shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. MDH will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.
- I. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

### 3.10 Experience and Personnel

#### 3.10.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Demonstrated knowledge of Public Behavioral Health Systems, mental health medical necessity criteria, and substance use disorder ASAM criteria.
- B. Have extensive experience linking innovation and best practices to achieve the best patient centered outcomes.
- C. Breadth of knowledge in data analytics and extensive experience in leveraging the information garnered in improving behavioral health care systems.
- D. The Offeror will have at least three years of experience operating and managing a Management Information System (MIS) covering a minimum of 100,000 lives. If all or part of the MIS function will be subcontracted, the primary Contractor and the MIS subcontractor will preferably have experience performing similar services for a single publicly funded behavioral health system. As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of this experience.

- E. If an MCO that serves the Maryland Medicaid population has a financial interest in the Offeror, the MCO and the Offeror shall have a structure which has been pre-approved by the State to prevent conflict of interest or appearance of impropriety and it shall disclose its interest to the State.

### **3.10.2 Personnel Experience**

The following positions need to be included in the proposed staffing plan providing MDH a quantifiable and qualitative proposal for staffing:

- A. Psychiatrists (in addition to the staff mentioned in 3.10.3 items D, E, and Q below and (7) above) certified by the American Board of Psychiatry and Neurology, and addiction specialists on contract, in consulting capacity or as an employee of the Contractor with expertise in the following areas: child and adolescent expertise, aging and elderly adult expertise, physician with special expertise in addiction medicine, who are available 24 hours per day, seven days per week for consultation and decision making and are available for attending hearings for denial of service;
- B. Licensed clinical staff under the supervision of the Director of Clinical Services (in addition to the staff mentioned in 3.10.3 G below with a minimum of three years of clinical experience, to serve as care managers, with experience and training in subspecialty areas to ensure adequate review and treatment planning including, children and adolescents, young adults, adults, families, elderly, veterans, forensically involved, deaf and hard of hearing, homeless, and those with co-occurring conditions;
- C. Dedicated clinical staff to work with hospitals to monitor high utilization and at-risk users, including for children, adolescents, younger and older adults;
- D. Dedicated clinical staff to work with LBHAs to monitor high utilization and at-risk users, including for children, adolescents, younger and older adults and to work with the Consumer Quality Team Initiative;
- E. A minimum of five full-time staff to perform PBHS data system development and data analysis, who will be dedicated to this contract, with expertise in system, data analysis, and reporting, and who will have access to national or central company resources
- F. A minimum of three full-time staff to work under the direction of the MCO liaison that can coordinate care coordination and data integration activities across the state.
- G. Provider relations staff in a sufficient quantity to acknowledge provider inquiries within one business day, complete resolution within 3 days for routine inquiries, demonstrate excellence and customer service communication who will be able to determine and navigate an escalation process for more complex issues;
- H. A designated liaison for the Brain Injury (BI) waiver to address authorization and claims issues;
- I. A designated liaison to DORS, who will reconcile issues related to DORS counselor guest access and system connectivity, including log-in and password assignment;
- J. Staff in addition to the staff mentioned in (a) (4), (6), and (12) above to perform evaluation activities, including those related to participants and provider surveys and other proposed evaluation activities;
- K. For Health Homes staff includes a full time program monitor who is the direct liaison and will be responsible for the deliverables of the project including problem resolution and workflow development/implementation; and at minimum two part-time roles to include a Claims auditor and trainer outreach coordinator to support MDH in provider training and recruitment.
- L. Claims staff, including a specialized unit to address more complex issues, including ABA specific claims questions, who are qualified to perform the duties required; and

- M. For ABA services, the Contractor must employ a sufficient number of staff to address care coordination activities for this service.

### **3.10.3 Key Personnel Identified**

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the following qualifications:

- A. One full-time Chief Executive Officer (CEO) with a minimum of five years of senior level experience with Medicaid and managing behavioral health services, including mental health and substance use disorders, who shall have responsibility for all functions of this Contract, is responsible for inward management and outward facing engagement with MDH and stakeholders; manages the day to day operations as well as the overall requirements and deliverables of the Contract;
- B. One full-time Chief Financial Officer (CFO) who has a minimum of five years of senior level experience with managing the financial risks of a corporation, analyzing financial strengths and weaknesses and proposing corrective actions; who is responsible for financial planning, tracking expenditures, reconciliation of MDH's separate bank accounts, ensuring Federal Match is achieved, making proactive recommendations for managing data and expenditure trends and overseeing provider retractions and managing payment plans;
- C. One full-time Operations Project Manager/ Director of Implementation responsible for operational efficiency, implementing new projects, addressing areas of concern, handling emergencies, and ensuring continuous improvement to the PBHS;
- D. One full-time Medical Director who is a Maryland licensed physician, certified by the American Board of Psychiatry and Neurology, and who is responsible for oversight of clinical decision-making, and has a minimum of five years of experience in behavioral health managed care, including mental health and substance use disorders;
- E. One full-time Addiction Medicine physician or Addiction Psychiatrist who holds a subspecialty board certification in addiction medicine from American Board of Preventive Medicine, or Addictionologist, who is responsible for oversight of clinical decision making and has a minimum of five years of experience in addiction medicine including experience with medication assisted treatment.
- F. One full-time Director of Quality Assurance who has a minimum of three years of experience in quality improvement and evaluation of health care service utilization;
- G. One full-time Director of Clinical Staff who is a licensed behavioral health professional with a minimum of five years of experience in behavioral health systems management, including mental health and substance use disorders, and who has experience in supervising behavioral health professionals;
- H. One full-time Director of Information Technology with a minimum of a Bachelor degree in Computer Science or its equivalent, a minimum of ten years of experience with information technology of which at least five years is senior management experience, who will be responsible for IT service management functions, disaster recovery services, data center services, monitoring and management of the systems, and the processes and resources associated to ensure a very high degree of availability and stability for the IT systems. The Director of IT must be knowledgeable about the latest technology developments like cloud computing, distributed file systems etc;
- I. One full-time Director of Reporting and Data Analytics with a minimum of a Bachelor's degree in Information Systems or its equivalent with a strong analytical background; ten years of experience with a combination of management expertise, data analysis and information reporting related to health care data. The Director will lead a team of analytics professionals in leveraging latest

technology like Big Data, Data Lakes, Artificial Intelligence, Machine Learning etc. to identify utilization trends, service effectiveness and provider performance in order to maximize performance and outcomes;

- J. One full-time Communications and Editing Director responsible for managing and editing the content of all contract-related print and digital communications in a manner and tone consistent with and approved by MDH; determining and implementing the ASO's communications plans; developing, implementing and maintaining editorial policies and standards; and ensuring conformance across all departments;
- K. One full-time Claims Manager, with a bachelor's degree, and with five years of experience with Medicaid/Medicare claims;
- L. One full-time Director of Provider Relations with 3 years of experience in system management and demonstrated customer service engagement and problem resolution;
- M. One full-time Compliance officer / Director of compliance and audits to lead a team of a minimum of three full-time compliance staff to work with MDH, and as directed by the Contract Manager to assist with cases referred to the MDH for further investigation;
- N. One full-time liaison to MCOs to lead a team to specifically address MCO issues (across 9 MCOs);
- O. One full-time, licensed mental health professional with Child and Adolescent experience to be the designated staff member to oversee the 1915(i) SPA approved by MDH, to be responsible for oversight and problem resolution for all tasks and issues associated with the SPA and to coordinate meetings with MDH and other activities involving operation of the SPA, including provider and public education and solicitation of public and interagency input into the SPA as needed;
- P. One full-time designated staff person to work with participant, family, and advocacy organizations including supporting the Consumer Quality Team initiative efforts;
- Q. One part-time (.5 FTE or greater) Psychiatrist who is Maryland licensed and certified by the American Board of Psychiatry and Neurology in Child and Adolescent Psychiatry and who has a minimum of five years of experience after completion of residency in Psychiatry;
- R. Two staff on site at MDH to provide coordination between the ASO and MDH. One staff to provide clinical coordination and one to provide system and operations coordination. Both individuals should have skills, education and experience comparable to a project manager. Both positions will facilitate professional collaboration between MDH and the Contractor, functioning as an inter- and intra-agency liaison and will be expected to provide candid, meaningful feedback in a timely manner, keeping leadership informed of progress and issues; and
- S. Minimum of 8 separately identified FTEs for the ABA program as follows:
  - 1. One Board Certified Autism Supervisor/Team lead
  - 2. One Senior Care Manager who possesses a BCBA license
  - 3. One Intake Coordinator
  - 4. Two Care Coordinators specifically for the care management of ABA services with capacity to expand as needed
  - 5. One Provider Relations staff
  - 6. One Manager of provider partnerships
  - 7. One Manager of Compliance and Quality for ABA



### **3.10.4 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)**

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those positions requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### **3.10.5 Contractor Personnel Maintain Certifications**

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

### **3.10.6 Work Hours**

Unless otherwise specified, the following work hours requirements are applicable:

- A. Business Hours Support: Call Center Hours are 8am to 6pm EST Monday through Friday except State holidays; Authorization staff either through telephone or electronically, must be available 24 hours a day 7 days a week including State Holidays.
- B. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration, or to respond to an emergency. Hours performing activities must be billed on an actual time worked basis at the rates proposed.

## **3.11 Substitution of Personnel**

### **3.11.1 Continuous Performance of Key Personnel**

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

### **3.11.2 Definitions**

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

### 3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
- 1) A detailed explanation of the reason(s) for the substitution request;
  - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - 3) The official resume of the current personnel for comparison purposes; and
  - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

### 3.11.4 Replacement Circumstances

#### A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, MDH policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified



substitute, including requiring the immediate removal of the Contractor Personnel at issue.

- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

**B. Key Personnel Replacement**

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
  - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
  - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier. This period may be extended at the determination of the Contract Monitor to ensure quality candidates are recruited.
- 3) **Key Personnel Replacement Due to an Indeterminate Absence**
  - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.
  - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

### 3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

### 3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and MDH's MBE Liaison Officer:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and MDH's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### 3.13 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and MDH's VSBE representative:

- 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and MDH's VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the MDH, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

### 3.14 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### 3.15 Custom Software

- A. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under the Contract.
- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

### 3.16 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

### **3.17 No-Cost Extensions**

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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## 4 Procurement Instructions

### 4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMM**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. MDH will make a reasonable effort to provide such special accommodation.

### 4.2 eMaryland Marketplace (eMM)

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### 4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (MDH/OPASS 20-18319, Administrative Services Organization for Maryland's Public Behavioral Health System) and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on MDH unless it issues an amendment in writing.

### 4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

#### **4.5 Proposal Due (Closing) Date and Time**

- 4.5.1** Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2** Requests for extension of this date or time shall not be granted.
- 4.5.3** Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6** Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7** Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### **4.6 Multiple or Alternate Proposals**

Multiple or alternate Proposals will not be accepted.

#### **4.7 Economy of Preparation**

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

#### **4.8 Public Information Act Notice**

- 4.8.1** The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

#### **4.9 Award Basis**

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

#### **4.10 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

#### **4.11 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### **4.12 Revisions to the RFP**

- 4.12.1** If the RFP is revised before the due date for Proposals, MDH shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2** Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

#### **4.13 Cancellations**

- 4.13.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

#### **4.14 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.



#### 4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### 4.16 Offeror Responsibilities

- 4.16.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### 4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MDH reserves the right to accept or reject any exceptions.**

#### 4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### 4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and

Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### 4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

#### 4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

#### 4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

**4.22.1** In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

**4.22.2** A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

**4.22.3** A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

#### 4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

**4.23.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

**4.23.2** Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:

[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GA\\_DX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GA_DX10Form20150615.pdf).

#### 4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

#### 4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, MDH may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsa/>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMM or e-mail, to issue:
- 1) The RFP;
  - 2) Any amendments and requests for best and final offers;
  - 3) Pre-Proposal conference documents;
  - 4) Questions and responses;
  - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
  - 6) Notices of award selection or non-selection; and
  - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.

- B. The Offeror or potential Offeror may use e-mail to:
    - 1) Ask questions regarding the solicitation;
    - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
    - 3) Submit a "No Proposal Response" to the RFP.
  - C. The Procurement Officer, Contract Monitor, and Contractor may conduct day-to-day Contract administration, except as outlined in Section 4.25.5 of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5** The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of initial Proposals
  - B. Filing of protests;
  - C. Filing of Contract claims;
  - D. Submission of documents determined by MDH to require original signatures (e.g., Contract execution, Contract modifications); or
  - E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6** Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

## 4.26 MBE Participation Goal

### 4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.**

**4.26.2 Attachments.**

A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
  - a. Attachment D-1B Waiver Guidance
  - b. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
  - c. Attachment D-2 Outreach Efforts Compliance Statement
  - d. Attachment D-3A MBE Subcontractor Project Participation Certification
  - e. Attachment D-3B MBE Prime Project Participation Certification
  - f. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
  - g. Attachment D-4B MBE Prime Contractor Report
  - h. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

- 1) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- 2) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- 3) The Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

***If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.***

**4.26.3** Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

**4.26.4** Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

- A. Outreach Efforts Compliance Statement (Attachment D-2);
- B. MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

*If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.*

- 4.26.5** A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 4.26.6** The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7** All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).
- 4.26.8** The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M, Liquidated Damages for MBE, section 39**)
- 4.26.9** As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.



As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

## **4.27 VSBE Goal**

### **4.27.1 Purpose**

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and Attachment E, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment E.
- B. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

### **4.27.2 VSBE Goal**

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

### **4.27.3 Solicitation and Contract Formation**

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
  - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
  - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
  - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
  - 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
  - 5) Attempt to attend preproposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (Attachment E-1) whereby the Offeror:
  - 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
  - 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.



- C. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (Attachment E-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- D. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
  - 1) VSBE Project Participation Statement (Attachment E-2);
  - 2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
  - 3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.***

#### **4.28 Living Wage Requirements**

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at MDH of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in Attachment F. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
  - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon

where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 1 Contract.

- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.<sup>1</sup>
  - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

## 4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).
- 4.29.2 The total amount of federal funds allocated for the Medicaid Program/MDH is \$17,864,135 in Maryland State fiscal year 2018. This represents 5% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.29.3 The Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by MDH are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

## 4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an

individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

#### **4.31 Non-Disclosure Agreement**

##### **4.31.1 Non-Disclosure Agreement (Offeror)**

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

##### **4.31.2 Non-Disclosure Agreement (Contractor)**

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

#### **4.32 HIPAA - Business Associate Agreement**

Based on the determination by MDH that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

#### **4.33 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

#### **4.34 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

#### **4.35 Location of the Performance of Services Disclosure**

This solicitation does not contain Location of the Performance of Services Disclosure.

#### **4.36 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

#### **4.37 Small Business Reserve (SBR) Procurement**

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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## 5 Proposal Format

### 5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I –Technical Proposal
- Volume II – Financial Proposal

### 5.2 Proposal Delivery and Packaging

**5.2.1** Proposals delivered by facsimile and e-mail shall not be considered.

**5.2.2** Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

**5.2.3** Offerors may submit Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

- A. Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.
- B. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.

**5.2.4** The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

**5.2.5** Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

- A. Volume I - Technical Proposal consisting of:
  - 1) One (1) original executed Technical Proposal and all supporting material marked and sealed,
  - 2) Six (6) duplicate copies of the above separately marked and sealed,
  - 3) an electronic version of the Technical Proposal in Microsoft Word format, version 2007 or greater,
  - 4) the Technical Proposal in searchable Adobe PDF format, and
  - 5) a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see Section 4.8).
- B. Volume II - Financial Proposal consisting of:
  - 1) One (1) original executed Financial Proposal and all supporting material marked and sealed,
  - 2) Six (6) duplicate copies of the above separately marked and sealed,
  - 3) an electronic version of the Financial Proposal in searchable Adobe PDF format, and

- 4) a second searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted (see Section 4.8).

**5.2.6** Affix the following to the outside of each sealed Proposal. Include the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State's preference is for the separately sealed Technical and Financial Proposals to be submitted together in a single package to the Procurement Officer and including a label bearing:

- RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

**5.2.7** Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

**5.2.8** In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

**5.2.9** The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
- 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 4) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
- 5) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates.
- 6) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will



be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

- 7) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 8) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 9) The Offeror shall include an SLA as identified in **Section 2.6**, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- 10) Non-Compete Clause Prohibition:

The MDH seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 3.10 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

- 11) Product Requirements
  - a) Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
  - b) Details for each offering: The Offeror shall provide the following information for each offering:
    - i) Offering Name;
    - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
    - iii) Manufacturer;
    - iv) Short description of capability;
    - v) Version (and whether version updates are limited in any way);
    - vi) License type (e.g., user, CPU, node, transaction volume);
    - vii) Subscription term (e.g., annual);
    - viii) License restrictions, if any;



- ix) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
- x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
- xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
- xii) Any processing or storage of data outside of the continental U.S;
- xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement);
- xiv) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
- xv) APIs offered, and what type of content can be accessed and consumed;
- xvi) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
- xvii) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
- xviii) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.9**;
- xix) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
  - (1) procedures for and requirements for hiring staff (such as background checks),
  - (2) any non-disclosure agreement Contractor Personnel sign,
  - (3) whether the service is furnished out of the continental U.S. (see security requirements in **Section 3.7**),
  - (4) Certifications such as FedRAMP,
  - (5) Third party security auditing, including FISMA,
  - (6) Published Security Incident reporting policy, and
  - (7) Cybersecurity insurance, if any, maintained.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).
- 4) Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

**H. Offeror Qualifications and Capabilities (Submit under TAB G)**

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

**I. References (Submit under TAB H)**

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

MDH reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

K. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Economic Benefit Factors (Submit under TAB N)

- 1) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- 2) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 3) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
  - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
  - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.

- 7) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
  - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
  - b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
  - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
  - d) Subcontract dollars committed to Maryland small businesses and MBEs; and
  - e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an

open source license, authorization for the open source shall demonstrate compliance with the open source license.

- 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
  - i) Third-party POC name and alternate for verification
  - ii) Third-party POC mailing address
  - iii) Third-party POC telephone number
  - iv) Third-party POC email address
  - v) If available, a Re-Seller Identifier

### **5.3 Volume II – Financial Proposal**

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by MDH.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 6 Evaluation and Selection Process

### 6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. MDH reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

#### 6.2.4 Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

### 6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

### 6.4 Reciprocal Preference

#### 6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

#### 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.



## **6.5 Selection Procedures**

### **6.5.1 General**

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

### **6.5.2 Selection Process Sequence**

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (Attachment E-1) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).

### **6.5.3 Award Determination**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

## **6.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

## 7 RFP ATTACHMENTS AND APPENDICES

### Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

Submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: RFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
Y	With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
Y	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
Y	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>Important:</b> Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
Y	With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )

Applies?	When to Submit	Label	Attachment Name
N	With Proposal	K	Mercury Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf</a> )
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
<b>Appendices</b>			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
<b>Additional Submissions</b>			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

**Attachment A. Pre-Proposal Conference Response Form**

**Solicitation Number MDH/OPASS 20-18319**

Administrative Services Organization for Maryland's Public Behavioral Health System

A Pre-Proposal conference will be held on Tuesday, December 18, 2018 at 10:00 A.M. Local Time at 300 W. Preston Street, Baltimore, MD 21201, Auditorium.

Please return this form by Tuesday, December 11, 2018 2:00 P.M. Local Time advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Sabrina Lewis  
Procurement Coordinator  
Office of Finance  
[Sabrina.Lewis@maryland.gov](mailto:Sabrina.Lewis@maryland.gov)

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the RFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 "Pre-Proposal conference"):

Offeror:

\_\_\_\_\_  
*Offeror Name (please print or type)*

By:

\_\_\_\_\_  
*Signature/Seal*

Printed Name:

\_\_\_\_\_  
*Printed Name*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

## Attachment B. Financial Proposal Instructions & Form

### B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, MDH does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

### **B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled Attachment B (finance).xls.

**Part 1. Medicaid Enrollees:** The Offeror shall submit a Per Member Per Month administrative fee for the fulfillment of all Medicaid services as detailed in Section 2.0 “Contractor Requirements: Scope of Work.”

There is no guarantee of any minimum or maximum number of participants under this contract. The actual number of participants will fluctuate during the term of the contract or option years. The Contractor shall be paid based on (a) the actual number of participants eligible for behavioral health services included on the eligibility file as of the last day of each calendar month multiplied by the Per Member Per Month administrative fee specified in Column A of the attached excel document.

**Part 2. Non-Medicaid Projects and Services:** The Offeror should submit a fixed price cost for the fulfillment of all Non-Medicaid Services as detailed in Section 3.0 “Contractor Requirements: Scope of Work.”

**Part 3. Cost Based Pool:** There will be a cost-based pool of funds in the Contract equal to 5,000 hours per year for configuration and reporting efforts not included in the Scope of Work. This may include system design for new provider types, new services, reports designed for initial implementation of new provider types, and reports designed for new services. These funds will be accessed only with direct approval from MDH. There will be a single MDH point of contact and chain of control for Cost Based Pool work and approved items of work shall follow the Change Control Workgroup process.

**Part 4. Provider Quality Incentive Proposal:** The Offeror should submit a fixed price cost for the development and implementation of the optional Provider Quality Incentive program. The price should account for the staffing, data analysis and deliverables associated with this program.



<b>Attachment C.      Proposal Affidavit</b>
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See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

## Attachment D. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 18 percent with no subgoals.

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 2%.

## Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

<b>Attachment G. Federal Funds Attachments</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

## Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.



**Attachment I. Non-Disclosure Agreement (Contractor)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

<b>Attachment J.      HIPAA Business Associate Agreement</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

<b>Attachment K.      Mercury Affidavit</b>
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This solicitation does not include the procurement of products known to likely include mercury as a component.

<b>Attachment L.      Location of the Performance of Services Disclosure</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

**Attachment M. Contract**

Maryland Department of Health (MDH)

“Public Behavioral Health System - Administrative Services”

MDH/OPASS 20-18319

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Department of Health (“MDH” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Public Behavioral Health System - Administrative Services Solicitation # MDH/OPASS 20-18319, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. \_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

**2. Scope of Contract**

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

**3. Period of Performance**

- 3.1 The term of this Contract begins on the date the Contract is signed by MDH following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until December 31, 2024 ("Initial Term").
- 3.2 In its sole discretion, MDH shall have the unilateral right to extend the Contract for a single one year renewal option ("Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, MDH shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached;

and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MDH's receipt of a proper invoice from the Contractor as required by RFP section 3.3.
- A. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
  - (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
- B. The State is not liable for interest:
- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
  - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.
- C. Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- D. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by MDH is not evidence that services were rendered as required under this Contract.

## **5. Rights to Records**



- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Exclusive Use**

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by MDH or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

## **7. Patents, Copyrights, and Intellectual Property**

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by MDH or licensed by MDH from third parties, including all information provided by MDH to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license

rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and MDH will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled

by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

- 7.7 The Contractor shall report to MDH, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without MDH's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, MDH shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **8. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **9. Loss of Data**

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

## **10. Indemnification and Notification of Legal Requests**

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities,

losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

## **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **13. Maryland Law Prevails**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

**14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

**16. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**17. Termination for Default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such



termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

**19. Delays and Extensions of Time**

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**21. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year,

throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:  
[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

#### **24. Retention of Records**

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

#### **25. Right to Audit**

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. MDH may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at MDH's election. MDH may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure MDH has the right to audit such subcontractor(s).

#### **26. Compliance with Laws**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.



## 27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

## 28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## 29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 "Patents, Copyrights, Intellectual Property"** of this Contract;
  - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
  - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
  - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

## 30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal

to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by MDH, in all subcontracts.

### **31. Prompt Pay Requirements**

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, MDH, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
  - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
  - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of MDH concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between MDH and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of MDH.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

31.5 To ensure compliance with certified MBE subcontract participation goals, MDH may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;
  - ii. Inspecting the jobsite; and
  - iii. Interviewing subcontractors and workers.Verification shall include a review of:
  - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
  - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If MDH determines that the Contractor is not in compliance with certified MBE participation goals, then MDH will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If MDH determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that MDH requires, then MDH may:
  - i. Terminate the Contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

## **32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at MDH of Labor, Licensing and Regulation, MDH may withhold payment of any invoice or retainage. MDH may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and MDH does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

**35. Effect of Contractor Bankruptcy**

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

**36. Miscellaneous**

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**37. Contract Monitor and Procurement Officer**

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. MDH may change the Contract Monitor at any time by written notice to the Contractor.

- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. MDH may change the Procurement Officer at any time by written notice to the Contractor.

### **38. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Dana Dembrow, Procurement Officer  
Maryland Department of Health (MDH)  
201 W. Preston Street, Room 416A  
Baltimore. MD 21201  
Phone Number: (410) 767-0974  
E-Mail: [dana.dembrow1@maryland.gov](mailto:dana.dembrow1@maryland.gov)

If to the Contractor:

(Contractor's Name)  
(Contractor's primary address)  
Attn: \_\_\_\_\_

**[[Delete the following if a parent company guarantee is inapplicable:]]**

Parent Company Guarantor

Contact: \_\_\_\_\_  
Attn: \_\_\_\_\_

### **39. Liquidated Damages for MBE**

- 39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.

- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

39.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

#### **40 Parent Company Guarantee (If applicable)**

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

#### **41 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law**

- 41.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;



- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
  - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 41.2 Based on the determination by MDH that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by MDH.
- 41.3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

#### **42 Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE



IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

State of Maryland

<<ISSUINGAGENCYNAME>>

(<<ISSUINGAGENCYACRONYM>>)

By:

By: <<agencyContractSigner>>,

<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if  
applicable)

By:

\_\_\_\_\_

\_\_\_\_\_

By:

Date

\_\_\_\_\_

Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Assistant Attorney General

[[If this solicitation requires BPW approval keep the text below, otherwise delete it.]]

APPROVED BY BPW: \_\_\_\_\_

(Date)

(BPW Item #)

<b>Attachment N.      Contract Affidavit</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

**Attachment O. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. ACA- Affordable Care Act.
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- C. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- D. ACO- Accountable Care Organization.
- E. ACT- Assertive Community Treatment.
- F. ADAA- Alcohol and Drug Abuse Administration. In 2014 the Alcohol and Drug Abuse Administration and the Mental Hygiene Administration were combined to form the Behavioral Health Administration.
- G. AERS- Adult Evaluation and Review Services.
- H. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- I. ASAM- American Society of Addiction Medicine.
- J. ASO- Administrative Service Organization; the Contractor.
- K. BHA- Behavioral Health Administration.
- L. Bi-Annual- Every other year.
- M. BI- Brain Injury.
- N. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- O. CEO- Chief Executive Officer.
- P. CFO- Chief Financial Officer.
- Q. CFR- Code of Federal Regulations available on-line at <https://www.govinfo.gov/help/cfr>.
- R. CMS- Center for Medicare and Medicaid Services.
- S. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- T. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- U. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. MDH may change the Contract Monitor at any time by written notice to the Contractor.

- V. Contractor – The selected Offeror that is awarded a Contract by the State.
- W. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- X. COTS—Commercial off-the-shelf.
- Y. CPOC- Consumer Perception of Care; survey administered by Contractor.
- Z. CPT- Current Procedural Terminology; service codes used to bill for services.
- AA. CSA- Core Service Agency.
- BB. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- CC. DataMart - The **data mart** is a subset of the data warehouse and is usually oriented to a specific business line or team. Whereas data warehouses have an enterprise-wide depth, the information in data marts pertains to a single department.
- DD. DDA- Developmental Disabilities Administration.
- EE. DHS- Department of Human Services.
- FF. DJS- Department of Juvenile Services.
- GG. DORS- Division of Rehabilitation Services.
- HH. DPSCS- Department of Public Safety and Correctional Services.
- II. DSS- Local Department of Social Services.
- JJ. EBP- Evidence Based Practice.
- KK. EHR- Electronic Health Records.
- LL. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
- MM. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- NN. EPSDT- Early Periodic Screening, Diagnosis and Treatment.
- OO. EVS- Eligibility Verification System.
- PP. FFP- Federal Fund Participation; federal payment for properly reimbursed Medicaid services.
- QQ. FPL- Federal Poverty Line.
- RR. FQHC- Federally Qualified Health Center.
- SS. FFS-Fee for Service.
- TT. FTP- File Transfer Protocol.
- UU. FY- Fiscal Year.
- VV. Go- Live Date- The date when the Contractor must begin providing all services required by the Contract.
- WW. HG- Maryland Code Annotated, Health-General Article, available on-line at <http://www.dsd.state.md.us>.

- XX. HH- Health Home.
- YY. HIE- Health Information Exchange.
- ZZ. HIPAA- Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”).
- AAA. HSCRC- Health Services Cost Review Commission.
- BBB. HMIS- Hospital Management Information System.
- CCC. ICF-As- Intermediate Care Facilities for Adolescents.
- DDD. IMD- Institute for Mental Disease.
- EEE. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- FFF. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- GGG. IOP- Intensive Outpatient Program.
- HHH. IRB- Institutional Review Board.
- III. IRP- Individual Rehabilitation Plan.
- JJJ. ITP- Individual Treatment Plan.
- KKK. IWP- Individual Work Plan.
- LLL. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- MMM. LAA- Local Addictions Authority.
- NNN. LBHA- Local Behavioral Health Authority, for the purposes of this document includes Local Behavioral Health Authorities, Core Service Agencies and Local Addictions Authorities.
- OOO. LCT- Local Care Team.
- PPP.LMB- Local Management Board.
- QQQ. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- RRR. MA- Medical Assistance.
- SSS.MCO- Managed Care Organization.
- TTT. MDH- Maryland Department of Health.
- UUU. MFCU- Office of the Attorney General/Medicaid Fraud Control Unit.
- VVV. MHFA- Mental Health First Aid.
- WWW. MHSIP- Mental Health Statistic Improvement Program.

- XXX. MHA- Mental Hygiene Administration.
- YYY. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- ZZZ. MIS- Management Information System.
- AAAA. MMEE- Maryland Medicaid Electronic Exchange.
- BBBB. MMHEN- Maryland Mental Health Employment Network.
- CCCC. MMIS- Medicaid Management Information System.
- DDDD. MOE- Maintenance of Effort.
- EEEE. MSDE- Maryland State Department of Education.
- FFFF. MT- Mobile Treatment.
- GGGG. NDC- National Drug Code.
- HHHH. NOMS- National Outcomes Measures.
- IIII. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- JJJJ. NPI- National Provider Identifier.
- KKKK. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- LLLL. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- MMMM. Offeror – An entity that submits a Proposal in response to this RFP.
- NNNN. OIG- Office of Inspector General.
- OOOO. OMHC- Outpatient Mental Health Clinics.
- PPPP. OTP- Opioid Treatment Program.
- QQQQ. PASRR- Pre-Admission Screening and Resident Review.
- RRRR. PBHS- Public Behavioral Health System.
- SSSS. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- TTTT. PMPM- Per Member Per Month, a member is an eligible Medicaid Behavioral Health Participant.
- UUUU. Procurement Coordinator - The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth



herein. The Procurement Coordinator for this RFP is identified in the Key Information Summary Sheet.

VVVV. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. MDH may change the Procurement Officer at any time by written notice to the Contractor.

WWWW. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.

XXXX. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

YYYY. PRP- Psychiatric Rehabilitation Program.

ZZZZ. QHP- Qualified Health Plan.

AAAAA.QM- Quality Management.

BBBBB. RA- Remittance Advice.

CCCCC. REM- Rate and Expensive Case Management.

DDDDD.Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.

EEEEE. RTC- Residential Treatment Center.

FFFFF. SAMHSA- Substance Abuse and Mental Health Services Administration.

GGGGG.SBIRT- Screening, Brief Intervention and Referral to Treatment.

HHHHH.SCC- State Coordinating Council SE- Supported Employment.

IIII.Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

JJJJ. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

KKKKK.SED- Serious Emotional Disturbance.

LLLLL. Semi-Annually- two (2) times per year.

MMMMM. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

NNNNN. Service Level Agreement (SLA) - Commitment by the Contractor to MDH that defines the performance standards the Contractor is obligated to meet.

OOOOO. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.

PPPPP. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.

QQQQQ. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.

RRRRR. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.

SSSSS. SMI- Serious Mental Illness.

TTTTT. SPA- State Plan Amendment.

UUUUU. SPMI- Serious and Persistent Mental Illness.

VVVVV. SSA- Social Security Administration.

WWWWW. SSI- Supplemental Security Income.

XXXXX. SSDI- Social Security Disability Insurance.

YYYYY. State – The State of Maryland.

ZZZZZ. SUD- Substance Use Disorder.

AAAAA. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.

BBBBB. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

CCCCC. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:

- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
- 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;

- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

DDDDDD. TBS- Therapeutic Behavioral Service.

EEEEEE. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

FFFFFF. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

GGGGGG. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

HHHHHH. UI- Unemployment Insurance.

IIIII. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

JJJJJ. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

KKKKKK. Waiver- experimental, pilot or demonstration projects under section 1115 of the Social Security Act that are approved by CMS and Health and Human Services.

LLLLLL. Warm Transfer - one agency with contact to a specific patient, introducing that patient to the next agency responsible for the patient's care.

## Appendix 2. – Offeror Information Sheet

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).